

State

1 APPELLATE COURT NO. _____

2 IN THE COURT OF CRIMINAL APPEALS

3 OF THE STATE OF TEXAS

4

5 -----

6 REINALDO DENNES

7 Appellant,

8 VS.

9 THE STATE OF TEXAS,

10 Appellee.

11 -----

12

13 APPEAL FROM 263RD DISTRICT COURT OF HARRIS COUNTY,

14 TEXAS

15 Judge Jim Wallace, Presiding

16 -----

17 CAUSE NO. 750,313

18

19 EXHIBITS

20

21 Volume 38 of 39 Volumes

22

23 Sharon Kay Cook
Official Court Reporter
24 301 San Jacinto
25 Houston, Texas 77002

FILED

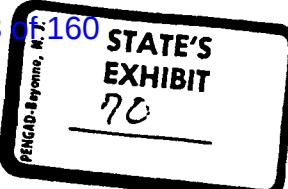
CHARLES BACARISSE
District Clerk

FEB 24 1998

Time: _____
Harris County, Texas
By _____
Deputy

RECORDED'S MEMORANDUM.
This instrument is of poor quality
and not satisfactory for photographic
recording; and/or alterations were
made at the time of filming.

1 State's Exhibit No. 70
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CAUSE NO. 17-3-5

THE STATE OF TEXAS

IN THE DISTRICT COURT

VS.

OF HARRIS COUNTY, TEXAS

Reedie L. Hays

JUDICIAL DISTRICT

BUSINESS RECORDS AFFIDAVIT

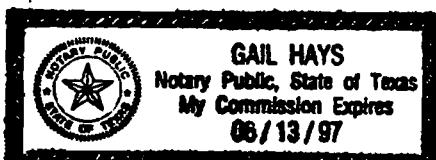
BEFORE ME, the undersigned authority, personally appeared Reedie L. Hays, who being duly sworn, deposed as follows:

My name is Reedie L. Hays. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am the custodian of records of The Herald. Attached hereto are 9 pages of records from The Herald. These said 9 pages of records are kept by The Herald in the regular course of business and it was the regular course of business of The Herald for an employee or representative of The Herald with knowledge of the act, event, condition, opinion or diagnosis, recorded to make the record or to transmit information thereof to be included in such record, and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the originals or exact duplicates of the originals.

AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 15th day of April, 1997 A.D.



NOTARY PUBLIC, STATE OF TEXAS

Gail Hays

NOTARY'S PRINTED NAME

F My commission expires on the 15th day of June, 1997 A.D.

COMMISSION EXPIRES

APR 17 1997

Time: 11:00 AM Deputy: J. B. Hays

By J. B. Hays Deputy

STATEMENT OF DEPOSIT ACCOUNTS

3/08/96

FROM: MERIDIAN APARTMENTS
6263 WESTHEIMER
HOUSTON, TX 77057-0000

RESIDENTS: REINALDO DENNES
MAILING: 4039 JEWEL STREET
ADDRESS: HOUSTON, TX 77026

AGREEMENT: Lease Begin Date... 5/09/95 MONTHLY Rent..... \$ 475.00
Lease End Date..... 11/30/95 CHARGES: Utilities... \$ 0.00
(MONTH TO MONTH) Other..... \$ 0.00
Total..... \$ 475.00

Move Out Date..... 3/04/96

OCCUPANCY: Months on Property: 10 Notice Received: 2/14/96 #NSFs: 0

SECTION 1. DEPOSITS:
Security Deposit..... \$ 115.00
Pet Deposit..... \$ 0.00
TOTAL DEPOSITS..... \$ 115.00

SECTION 2. COSTS/CHARGES OUTSTANDING:

A. CURRENT BALANCE DUE -
Rent..... \$ 63.33
Utilities..... \$ 0.00
Other..... \$ 28.33
TOTAL CURRENT BALANCE..... \$ 91.66

B. ADDITIONAL FEES -
Termination Fee..... \$ 0.00
Improper Notice Fee..... \$ 0.00
TOTAL FEES..... \$ 0.00

C. DAMAGE/MAINTENANCE CHARGES -
Pet Damage..... \$ 0.00
Other Damage Codes - DNG \$ 50.00
DNG \$ 25.00
TOTAL DAMAGE..... \$ 75.00
TOTAL NOW DUE..... \$ 166.66

SECTION 3. SUMMARY:

A. SECURITY DEPOSIT -
Deposit..... \$ 115.00
(less) Current Balance Due..... \$ 91.66
(less) Additional Fees..... \$ 0.00
(less) Damages (Excluding Pet)... \$ 75.00
AMOUNT DUE OWNER..... \$ 51.66

B. PET DEPOSIT -
Deposit..... \$ 0.00
(less) Pet Damage..... \$ 0.00
AMOUNT DUE OWNER..... \$ 0.00

TOTAL AMOUNT DUE OWNER.... \$ 51.66

COMMENTS: Pay within 30-DAYS or
send to collections.

DATED: 3/08/96 by Kimberly Gilson

of WINTHROP MANAGEMENT, AGENT

>past due rent

hole in closet door & broken
switch plate cover.
- locks & change - due.
to ~~locks~~ locks being
altered.

RENT
DUE

THE MERIDIAN

THE MERIDIAN MOVE IN/MOVE OUT CHECK LIST

Resident(s) Name: Reinaldo Dennis
Apartment number: 552
Move In Date: 5-9-95
Move Out Date: 3-4-96

KEY/ACCESS CARD INVENTORY

NUMBER OF KEYS/CARDS ISSUED	NUMBER OF KEYS/CARDS RETURNED
Apt. Keys <u>2</u>	<u>0</u>
Ice Machine Keys <u>1</u>	<u>0</u>
Fitness Center Keys <u>1</u>	<u>0</u>
Mail Keys <u>2</u>	<u>1</u>
Access Gate Cards <u>1</u>	<u>0</u>

Failure to return any key(s) listed: \$5.00
Failure to return access gate card(s): \$25.00

FORWARDING ADDRESS

41039 Jewel St.
Houston, Tx 77026

TOTAL AMOUNT DUE: _____

RESIDENT(S) SIGNATURE: Reinaldo Dennis hand in keys

RESIDENT(S) SIGNATURE: _____

AGENTS SIGNATURE: Dina Brookstreet

DATE: 3-4-96

RESIDENT LEDGER

Unit Number: 0552 Current Status: Previous Residents

RESIDENTS		RESIDENT INFORMATION				MONTHLY CHARGES		CURRENT BALANCE		DEPOSITS PAID		
REINALDO DENNES		Moved In: 5/09/95				Rent: 475.00		Rent: 51.66		Security: 0.00		
		Scheduled Move Out: 3/04/96				Utility: 0.00		Utility: 0.00		Pet: 0.00		
		Lease Expires: 11/30/95				Other: 0.00		Other: 0.00		Total: 0.00		
		Last Returned Item:				Deposits: 0.00						
		# Returned Items: 0				Total: 51.66						

Date	Unit No.	Status	Source	By	Mode	Refer	From	Thru	Name/Reason	Rent	Code	Other	Total	Balance
5/04	0552	Appl	RENTAL	JLL	NEWAPP	n/a	n/a	n/a	DENNES	0.00	APP	25.00	140.00	140.00
5/09	0552	Resd	MOVEIN	SYS	PRORAT	5/09	5/31			364.17	FEE	35.00	399.17	539.17
5/09	0552	Resd	MOVEIN	JLL	DISCNT	5/09	5/31		CODE-SPC	-50.00			-50.00	489.17
5/09	0552	Resd	LEDADJ	JLL	CREDIT	5/19	5/31		ALLOWANCE MI	-15.84			-15.84	473.33
5/24	0552	Resd	CJ0017	JLL	CK	1116	5/09	5/30	DENNES	-298.33			-298.33	175.00
5/24	0552	Resd	CJ0018	JLL	CK	1113	5/01	5/30	DENNES	0.00	APP	-25.00	-25.00	150.00
5/24	0552	Resd	CJ0019	JLL	CK	1112	n/a	n/a	DENNES	0.00	FEE	-35.00		
											DEP	-115.00	-150.00	0.00
6/01	0552	Resd	MONBEG	SYS	MNTHLY	6/01	6/30			475.00			475.00	475.00
6/01	0552	Resd	CJ0035	JLL	CK	1142	6/01	6/30	DENNES	-475.00			-475.00	0.00
7/01	0552	Resd	MONBEG	SYS	MNTHLY	7/01	7/31			475.00			475.00	475.00
7/03	0552	Resd	CJ0066	SD	CK	1169	7/01	7/31	DENNES	-475.00			-475.00	0.00
8/01	0552	Resd	MONBEG	SYS	MNTHLY	8/01	8/31			475.00			475.00	475.00
8/01	0552	Resd	CJ0100	JLL	CK	1198	8/01	8/31	DENNES	-475.00			-475.00	0.00
9/01	0552	Resd	MONBEG	SYS	MNTHLY	9/01	9/30			475.00			475.00	475.00
9/03	0552	Resd	CJ0129	PH	CK	1218	9/01	9/30	DENNES	-475.00			-475.00	0.00
10/01	0552	Resd	MONBEG	SYS	MNTHLY	10/01	10/31			475.00			475.00	475.00
10/13	0552	Resd	CJ0164	PH	CK	1247	10/01	10/31	DENNES	-475.00			-475.00	0.00
J1	0552	Resd	MONBEG	SYS	MNTHLY	11/01	11/30			475.00			475.00	475.00
11/01	0552	Resd	CJ0191	PH	CK	1274	11/01	11/30	DENNES	-475.00			-475.00	0.00
12/01	0552	Resd	MONBEG	SYS	MNTHLY	12/01	12/01			15.83	MTM	0.83	16.66	16.66
12/01	0552	Resd	LEASUP	KRF	NOTICE	12/02	12/03			31.67	MTM	1.67	33.34	50.00
12/03	0552	Resd	LEASUP	KRF	NOTICE	12/04	12/04			15.83	MTM	0.83	16.66	66.66
12/04	0552	Resd	DAYBEG	SYS	LATCHG	12/04	12/31			0.00	LAT	25.00	25.00	91.66
12/04	0552	Resd	LEASUP	KRF	NOTICE	12/05	12/08			63.34	MTM	3.34	66.68	158.34
12/08	0552	Resd	LEASUP	KRF	NOTICE	12/09	12/15			110.83	MTM	5.83	116.66	275.00
12/11	0552	Resd	LEASUP	KRF	NOTICE	12/16	12/31			237.50	MTM	12.50	250.00	525.00
12/13	0552	Resd	CJ0235	KRF	CK	1303	12/01	12/31	DENNES	-425.00	LAT	-25.00		
											MTM	-25.00	-475.00	50.00
12/18	0552	Resd	CJ0238	KRF	MO	3014	12/01	12/31	DENNES	-50.00			-50.00	0.00
1/01	0552	Resd	MONBEG	SYS	MNTHLY	1/01	1/05			79.17	MTM	4.17	83.34	83.34
1/01	0552	Resd	LEASUP	KRF	NOTICE	1/06	1/31			395.83	MTM	20.83	416.66	500.00
1/01	0552	Resd	CJ0246	KRF	CK	1321	1/01	1/31	DENNES	-450.00	MTM	-25.00	-475.00	25.00
2/01	0552	Resd	MONBEG	SYS	MNTHLY	2/01	2/29			475.00	MTM	25.00	500.00	525.00
2/02	0552	Resd	CJ0277	KRF	CK	552	2/01	2/29	DENNES	-450.00	MTM	-25.00	-475.00	50.00
2/02	0552	Resd	CJ0279	KRF	CK	1002	2/01	2/29	DENNES	-50.00			-50.00	0.00
3/01	0552	Resd	MONBEG	SYS	MNTHLY	3/01	3/15			237.50	MTM	12.50	250.00	250.00
3/04	0552	Resd	DAYBEG	SYS	LATCHG	3/04	3/31			0.00	LAT	25.00	25.00	275.00
3/04	0552	Resd	MOVOUT	KRF	NOTICE	3/05	3/15			-174.17	MTM	-9.17	-183.34	91.66
3/08	0552	Prev	SODA	KRF	NEWCHG	n/a	n/a			0.00	DMG	75.00	75.00	166.66



Apartment Lease Contract

Lease Contract: 5-9-95
(when the Lease Contract is filled out)

This is a Binding Legal Document — Read Carefully Before Signing

Moving In — General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident (*list all people signing the Lease Contract*):

Reinaldo Dennis

The Meridian

and *us*, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. 552 at 2767 Briargrove

Houston TX 77057

(street address)

in Texas, 77057 (zip code) for use as a private

residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else.

Guarantor(s). If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty should be attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

above only

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. **CONTRACT TERM.** The initial term of the Lease Contract begins on the ninth day of May, 1995, and ends at midnight the 10th day of November, 1995. This Lease Contract will automatically renew month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract. You must give written move-out notice as required by paragraph 37.

4. **SECURITY DEPOSIT.** Your total security deposit for all purposes, and for all residents, is \$ 115.00, due on or before the date this Lease Contract is signed.

5. **KEYS.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 3 other key(s) for gate/ice/gym. Keys must not be duplicated. Your spouse or any resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys.

6. **RENT; CHARGES.** You will pay \$ 475.00 per month for rent, payable in advance and without demand: *[check one]*

at the on-site manager's office, or

at nite-drop box

You must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. Prorated rent to the first of the next month is \$ 348.33. If you don't pay on time, you'll be delinquent, and all remedies under this Lease Contract will be authorized. If you don't pay all rent on or before the third day

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addendums or written rules furnished to you before signing control over conflicting provisions of this printed Lease Contract form.

This lease is subject to all applicable addendums. No cash is accepted in the office. Res. has paid a 35.00 non-refundable refurbishment fee. \$50.00 bonus bucks off prorated rent.

of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ 25.00 plus a late charge of \$ 5.00 per day until paid in full. Daily late charges must not exceed 15 days for any single month's rent. You will pay a charge of \$ 25.00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the pet restrictions of paragraph 27 (or our pet rules) will be \$ 10.00 per day (not exceeding \$10 per day). *You must not withhold or offset rent unless authorized by statute.*

Your apartment will be: furnished; or unfurnished.

7. **UTILITIES.** We'll pay for the following items, if checked:

water; gas; electricity; cable TV;
 wastewater; trash; master antenna.

You'll pay for all other utilities, related deposits, and charges on utility bills connected in your name. You must not allow utilities to be disconnected — including disconnection for not paying your bills — until the Lease Contract term or renewal period ends. Cable channels that we provide may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, use only battery-operated lighting. If the apartment is submetered, we'll attach an addendum to this Lease Contract in compliance with Public Utility, Natural Resource Conservation, or Railroad Commission rules.

8. **INSURANCE.** *We urge you to get your own insurance for losses due to theft, fire, smoke, water damage, and the like.* You intend to [check one]:

not buy insurance to protect against such losses; or
 buy insurance to cover such losses.

If neither is checked, you will not have any insurance coverage.

9. **YOUR SECURITY RIGHTS. What We Must Provide.** *Texas law requires that we provide, at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorknob lock or a keyed dead bolt lock on each exterior door; and (3) a pin lock, door handle latch, or security bar on each sliding glass door. After January 1, 1995, (or after September 1, 1993 for all new dwellings completed after that date) we must provide: (1) a keyless bolting device (keyless dead bolt lock) and doorviewer (peephole) on each exterior door; and (2) a pin lock plus a security bar or door handle latch on each sliding glass door. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.*

What You May Request. Subject to limitations, under Texas law you may at any time ask us to: (1) install a keyed dead bolt, keyless dead bolt lock, and doorviewer on all exterior doors; (2) install a pin lock and security bar on all sliding glass doors; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them unless the device is required by statute when occupancy begins.

What You Are Now Requesting. You now request (in addition to any existing security devices) the following:

keyed dead bolt lock; sliding door pin lock;
 keyless dead bolt lock; sliding door security bar; or
 doorviewer (peephole); none of the above.

If no item is checked, then you request no additional security devices.

Repairs/Advance Payment. *You must pay for all repairs arising from misuse or damage by you or your family, occupants, or guests during your occupancy.* You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a security device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change, or rekey the same security device during the 30 days preceding your request and we have complied with your request.

11. **RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ 403.75 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give 30-day written move-out notice;
- (2) move out without our written approval and without paying rent in full for the entire Lease Contract term or renewal period;
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

Nota Release. The reletting charge — which may be a Lease Contract cancellation fee or a buyout fee — does not release you from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain — particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. The reletting charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, or cost of repairs or service caused anywhere in the apartment community by your or any guest's or occupant's improper use or negligence. Unless the damage or stoppage is due to our negligence, we're not liable for — and you must pay for — repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND ABANDONMENT. All property in the apartment is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, and storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment in a conspicuous place — plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proven otherwise.

Removal After Surrender, Abandonment, or Eviction. If you surrender or abandon the apartment (see paragraph 42) or are judicially evicted, we (or law officers) may remove and/or store all property remaining in the apartment or in common areas, including any vehicles you or any occupant or guest owns or uses.

Storage. We'll store property removed under a contractual lien. Except for pets and worthless property as provided below, we'll store all property removed from a surrendered or abandoned apartment. But we're not liable for casualty loss, damage, or theft. We have no duty to store property removed after judicial eviction; if we do store it, we're not liable for casualty loss, damage, or theft. In any event, you must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after judicial eviction or after surrender or abandonment, for all sums you owe; but our lien for property exempt under Property Code Sec. 54.042 is limited to removal, packing, and storage charges.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (as set forth below) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Sale or Disposition. Property is perishable (such as food, medicine, or plants) or worthless in our judgment, we may throw it away after surrender, abandonment, or judicial eviction. Pets destroyed after surrender, abandonment, or judicial eviction may be turned over to local authorities or humane societies. All other property that we remove and store may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by any signed written addendum, or by reasonable changes of apartment rules. If, at least 35 days before the Lease Contract term or renewal period ends, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us 30 days' written move-out notice under paragraph 37.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not liable to you for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later:

- (1) If we give written notice to any of you when or after the Lease Contract begins — and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date — you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community.

19. CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment

rules and posted signs. Glass containers are prohibited in or near pools and other common areas. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any patio or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or as a guest of a specific resident in the community.

PROHIBITED CONDUCT. You and your tenants or guests may not engage in the following prohibited activities or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Penal Code Section 46.05; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; soliciting business or contributions; operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the apartment community; having or using glass containers in the pool area; and using candles or kerosene lamps.

21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. We may have illegally parked vehicles towed under an appropriate statute. A vehicle is prohibited in the apartment community if it:

- (1) has flat tires or other conditions rendering it inoperable;
- (2) has an expired license or inspection sticker;
- (3) takes up more than one parking space;
- (4) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (5) is parked in a marked handicapspace without the legally required handicap insignia;
- (6) blocks another vehicle from exiting;
- (7) is parked in a fire lane or designated "no parking" area; or
- (8) is parked in a space marked for other resident(s) or unit(s).

22. RELEASE OF RESIDENT. Unless we've given a written release (under paragraphs 10 or 23), you won't be released from this Lease Contract for any reason — including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, or death.

23. MILITARY CLAUSE. Under the following circumstances, you may terminate the Lease Contract by giving us written notice:

- (1) if you are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area or if you are relieved from active duty; or
- (2) if you are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive quarters allowance from the military.

In either case, termination notice will effectively terminate the Lease Contract 30 days after the next monthly rent payment is due. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing doesn't constitute a permanent change-of-station order. After move-out, you're entitled to return of your security deposit, less lawful deductions.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. You must read the Security Guidelines on page 5.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disconnect smoke detectors. You will be liable to us and others for any loss or damage from fire, smoke, or water if that condition arises from your disconnecting or failing to replace batteries, or from your not reporting malfunctions.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities, unless that injury or damage is caused by our negligence. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must — for 24 hours a day during freezing weather — (1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us (that is, hold us harmless) from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or

any guests or tenants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, or guests in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and for the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident-report number upon request.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter or remove our property, including alarmsystems, smoke detectors, furniture, telephone and cable TV-wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish; after that, you'll replace them at your expense with bulbs of the same wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE AND REQUEST — FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS — IT MUST BE IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a nonemergency hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconstructions, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we consider fire or catastrophic damage substantial, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less deductions.

27. PETS. *No pets are allowed (even temporarily) anywhere in the apartment or apartment community unless we've so authorized in writing, except for guide animals of disabled persons.* If we allow a pet, you and we must sign a separate pet agreement. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. You must not feed stray animals. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to the charges, damages, eviction, and other remedies provided in this Lease Contract. (See paragraph 6 for charges on violations.) A pet deposit is considered a general security deposit. We may require a doctor's statement of need for a guide animal for disabled persons. We may also require a pet deposit for such guide animals.

If a pet has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, or shampooing to protect future residents from possible health hazards. Daily pet charges and pet-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. We may remove an unauthorized pet by leaving, in a conspicuous place in the apartment, 24 hours' prior written notice of intent to remove the pet, and by following the procedures of paragraph 28. We may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, we won't be liable for loss, harm, sickness, or death of the pet unless due to our negligence. We'll return the pet to you upon request if it has not already been turned over

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including

- agents.
29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, any one of multiple residents is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Substitute Residents

30. **REPLACEMENTS AND SUBLetting.** Replacing a resident or subletting is allowed *only when we consent in writing*. If departing or remaining residents procure a replacement resident acceptable to us before moving out and we expressly consent to the replacement or subletting, then:

- (1) a reletting charge *won't* be due;
- (2) an administrative (paperwork) fee *will* be due if authorized under owner's rules; *and*
- (3) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Credits. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and

future rent. If you move out early, we'll exercise customary diligence to relet.

Procedures. If we approve a replacement resident, then we may, at our option, require that either: (1) the replacement sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or to a security-deposit refund, but will remain liable for the rest of the original Lease Contract term unless we agree otherwise in writing.

Default by Either Party

31. **DEFAULT BY OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; *and*
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under Section 92.056 of the Property Code only as follows: (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and (d) if repair hasn't been made within 7 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuanna, or drug paraphernalia as defined in the Texas Controlled Substances Act; or (6) any illegal drugs or paraphernalia are found in your apartment.

Eviction. If you default, we may end your right of occupancy by giving 24 hours' written notice to vacate. Notice may be by: (1) regular mail;

(2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the back of the apartment's main entry door.

Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent. After giving notice to vacate or filing an eviction suit, we may still accept rent or

other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term and renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Our right to accelerate is in lieu of having rent for the entire term payable when the Lease Contract begins.

Holdover. If you hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing), then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term — for up to one month from the date of notice of Lease Contract extension — by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 24 hours' prior written notice, we may terminate utilities that we've furnished and paid for unless governmental regulations on submetering or utility prorations provide otherwise. We may report unpaid amounts to credit agencies. Upon default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the nonprevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees.

it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. All notices and documents may be English or, at our option, in any language that you read or speak. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on page 1 invalidates this Lease Contract. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located. We are not required to install a keyed bolting device or doorknob lock on an exterior door at our expense if the door meets the requirements of

34. **PAYING SUMS DUE.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than proceeds under paragraph 13 or utility payments subject to governmental regulations) first to your nonrent obligations, then to rent — regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that: (1) we; (2) the management company that represents us; or (3) any locator service that procured you for us is, at the time of signing or renewing this Lease Contract, a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed on page 6). If not, this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); we may not recover past or future rent or other charges; and will be in violation of the Texas Penal Code and the Texas Deceptive Trade Practices Act. Governmental entities may use TAA forms if the TAA agrees in writing.

Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the Texas Apartment Association, we'd like to give you some important safety guidelines. The Texas Police Association and the Sheriffs' Association of Texas have approved these suggestions. Follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY — WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows — even while you're inside.
2. Use dead bolt locks on the doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. Be careful in giving out keys, gate cards, or lock combinations.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and EMS. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
10. Immediately report the following to the management — in writing, dated and signed:
 - any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

PERSONAL SECURITY — WHILE OUTSIDE YOUR APARTMENT

13. Lock your doors while you're gone. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar.

14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate or spouse where you're going and when you'll be back.
17. Don't walk alone at night. Don't allow your family to do so.
18. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
19. Don't give entry codes or electronic gate cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
21. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
22. While on vacation, have your newspaper delivery stopped — or have a friend pick up your newspaper daily.
23. While on vacation, have your mail temporarily stopped by the post office or picked up regularly by a friend.
24. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY — WHILE USING YOUR CAR

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
27. Don't leave your keys in the car.
28. Carry your key ring in your hand while walking to your car — whether it is daylight or dark and whether you are at home, school, work, or on vacation.
29. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
30. Check the backseat before getting into your car.
31. Don't stop at gas stations or automatic-teller machines at night — or anytime when you suspect danger.

PERSONAL-SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

37. **MOVE-OUT NOTICE.** You must give our representative at least 30 days' written move-out notice. Your move-out notice will not relieve you from liability for the Lease Contract before the end of the original Lease Contract or the month-to-month renewal period. Your move-out notice terminates Lease Contract [check one]:

on the last day of the month following the next due date for rent; or
 on the exact day designated in the move-out notice but no sooner than 30 days after the notice.

If neither is checked, the second applies. Move-out notice given on the first suffices for move-out on the last day of the month. *Oral move-out notice isn't sufficient and doesn't constitute notice.* Use our written move-out form; if you don't, you must obtain from our representative written acknowledgment that move-out notice has been received. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23).

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent and reletting charges under paragraphs 11 and 32. Before moving out, you must pay all rent through the end of the Lease Contract term or renewal period. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges — including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

40. **MOVE-OUT INSPECTION.** You should meet with our representative for move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. **OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; damages or repairs (beyond reasonable wear); replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open apartment when you or any guest or occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false-security-alarm charges unless due to our negligence; government fees or fines against us for you, your occupant's or guest's not recycling; late-payment and returned-check charges; a charge (not to exceed \$100) for our or our representative's time and inconvenience in lawfully removing a pet or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due.

Under the following circumstances, we'll charge a fee: (1) if you don't return all keys on or before your actual move-out date; (2) if rent has been accelerated under paragraph 32; or (3) if you're judicially evicted or move out upon our demand because you've defaulted.

42. **DEPOSIT RETURN; SURRENDER; ABANDONMENT.** We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise. You *surrender* the apartment on the date of the earlier of the following: (1) all keys have been turned in where rent is paid; or (2) the move-out date has passed and no resident or occupant is living in the apartment in our reasonable judgment. You *abandon* the apartment when: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed from the apartment; and (3) no one has been in the apartment for 5 consecutive days while the rent is due and unpaid. An apartment is also abandoned on the 10th day after the death of a sole resident. Surrender or abandonment ends your right of possession for all purposes, including reletting the apartment, damages, clean-up charges, removing property left in the apartment, and return of the security deposit. Surrender or abandonment doesn't affect our duty to give prorated credit for rent later received from others during the remainder of your Lease Contract term or renewal period.

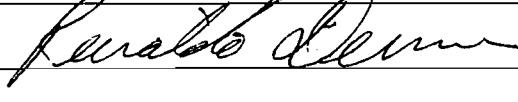
Signatures, Copies and Attachments

43. **COPIES AND ATTACHMENTS.** This Lease Contract has been executed in multiple copies — one for you and one or more for us. Any of our rules, such as community policies and move-out cleaning instructions, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract:

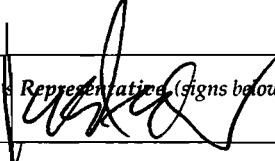
Apartment Rules or Community Policies, dated _____
 Inventory & Condition Form
 Move-Out Cleaning Instructions, dated _____
 Notice of Intent to Move Out Form
 Pet Agreement
 Repair or Service Request Form
 Lease Contract Guaranty
 Submetering Addendum (if submetered)
 Mastermetered Utility Allocation (information)
 Parking Permit or Sticker (quantity: _____)
 Written Instructions on Alarm Systems, dated _____
 Written Instructions on Access Gates, dated _____
 Unit's Legal Description (if rental term is for more than one year)
 Other _____
 Other _____
 Other _____

Resident or Residents (all sign below)

Reinaldo Dennis



Owner or Owner's Representative (signs below)



Address and phone number of owner's representative for notice purposes

6263 Westheimer
782-5939

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) _____

This is a binding legal document — Read carefully before signing.
 You are entitled to a copy of this Lease Contract when it's fully signed.
 Keep it in a safe place.

1 State's Exhibit No. 71
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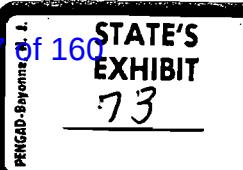
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State's Exhibit No. 73



THE STATE OF TEXAS

VS.

REINALDO DENNES§ IN THE 263rd DISTRICT COURT

§ OF

§ HARRIS COUNTY, TEXAS

AFFIDAVIT

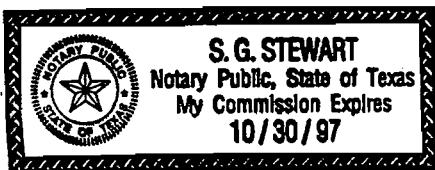
BEFORE ME, the undersigned authority, personally appeared Melissa Williams who, being by me duly sworn, deposed as follows:

My name is Melissa Williams, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated. I am the custodian of the records of MOTEL 6. Attached hereto are 2 pages of records from MOTEL 6. These said 2 pages of records are kept by MOTEL 6 in the regular course of business and it was the regular course of business of MOTEL 6 for an employee or representative of MOTEL 6, with knowledge of the act, event, condition, opinion or diagnosis, recorded to make the record or to transmit information thereof to be included in such record, and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are exact duplicates of the originals.

A handwritten signature of "Melissa Williams" in cursive ink.

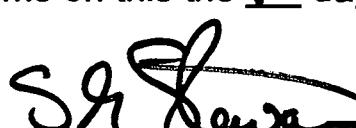
AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of April, 1997 A.D.,



S.G. STEWART
Notary Public, State of Texas
My Commission Expires
10/30/97

(SEAL)

 FILED
CHARLES BACARISSE
NOTARY PUBLIC in and for District Clerk
State of Texas

APR 11 1997

 230P
Harris County, Texas
NOTARY'S PRINTED NAME

Deputy

0345 HOUSTON TX 77036 503450858012

MOTEL COPY

07-4472 (8/93)

ARRIVAL DATE <i>1-23</i>	DEPARTURE DATE <i>1-24</i>	NO. NIGHTS <i>1</i>	RES. DATE	INT.	GUAR.	6 PM	PRI.	PHN.	MAIL	IN PER.
ROOMS <i>1</i>	BEDS <i>1</i>	ADULTS <i>1</i>	CHILDREN <i>1</i>	RATE <i>3195</i>	RES. NO.	ISSUING MOTEL AND NUMBER				
					VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX <input type="checkbox"/> CASH <input type="checkbox"/> M/C <input type="checkbox"/> DINERS/CB <input type="checkbox"/> WELCOME CARD <input type="checkbox"/> CREDIT CARD NO.	AUTH. NO. EXP. DATE				
ROOM #: <i>133</i>	COMMENTS: <i>11-21-53</i>					PREPAID AMT. RECD. <i>0</i>				
FIRST NAME <i>ALBERT</i>		LAST NAME <i>DENNES</i>			<input type="checkbox"/> LD. VERIFIED					
STREET <i>8513 MAYWALD</i>		CITY <i>MANVEL</i>			STATE <i>TX</i>	ZIP <i>7758</i>				
SIGNATURE <i>Albert Denner</i>		TELE. NO. AND CONTACT								

NOTICE TO GUESTS: This property is privately owned and management reserves the right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for the loss of money, property or valuables of any kind. RATES ARE SUBJECT TO APPLICABLE TAXES AND RATES MAY CHANGE WITHOUT ADVANCE NOTICE.

NOTICE TO GUESTS: This property is privately owned and management reserves the right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for the loss of money, jewelry or valuables of any kind. RATES ARE SUBJECT TO APPLICABLE TAXES AND RATES MAY CHANGE WITHOUT ADVANCE NOTICE.

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State's Exhibit No. 74



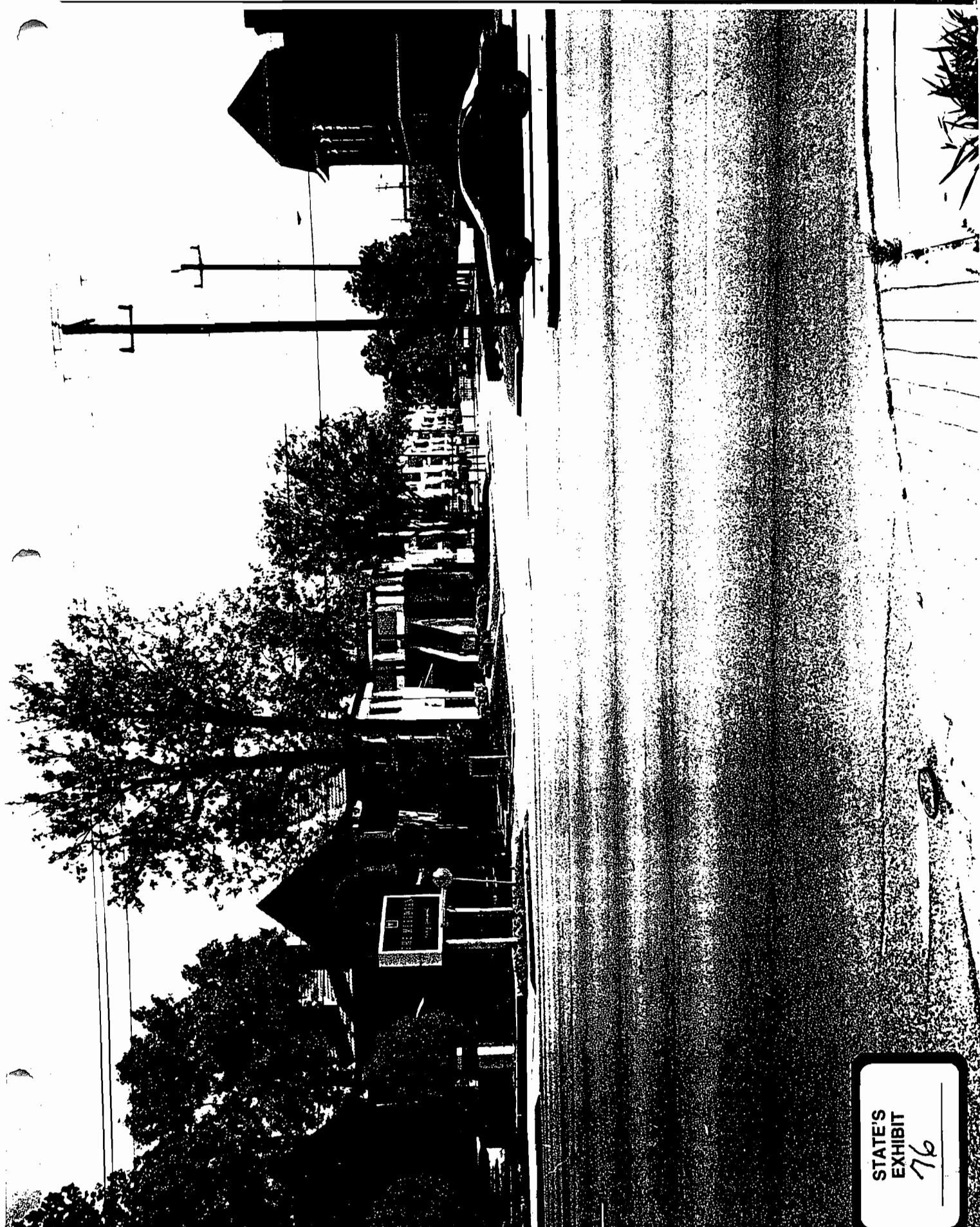
STATE'S
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74

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State's Exhibit No. 75

STATE'S
EXHIBIT
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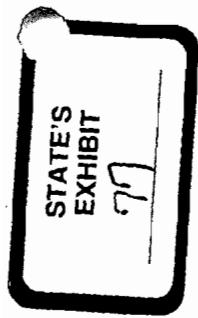
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STATE'S
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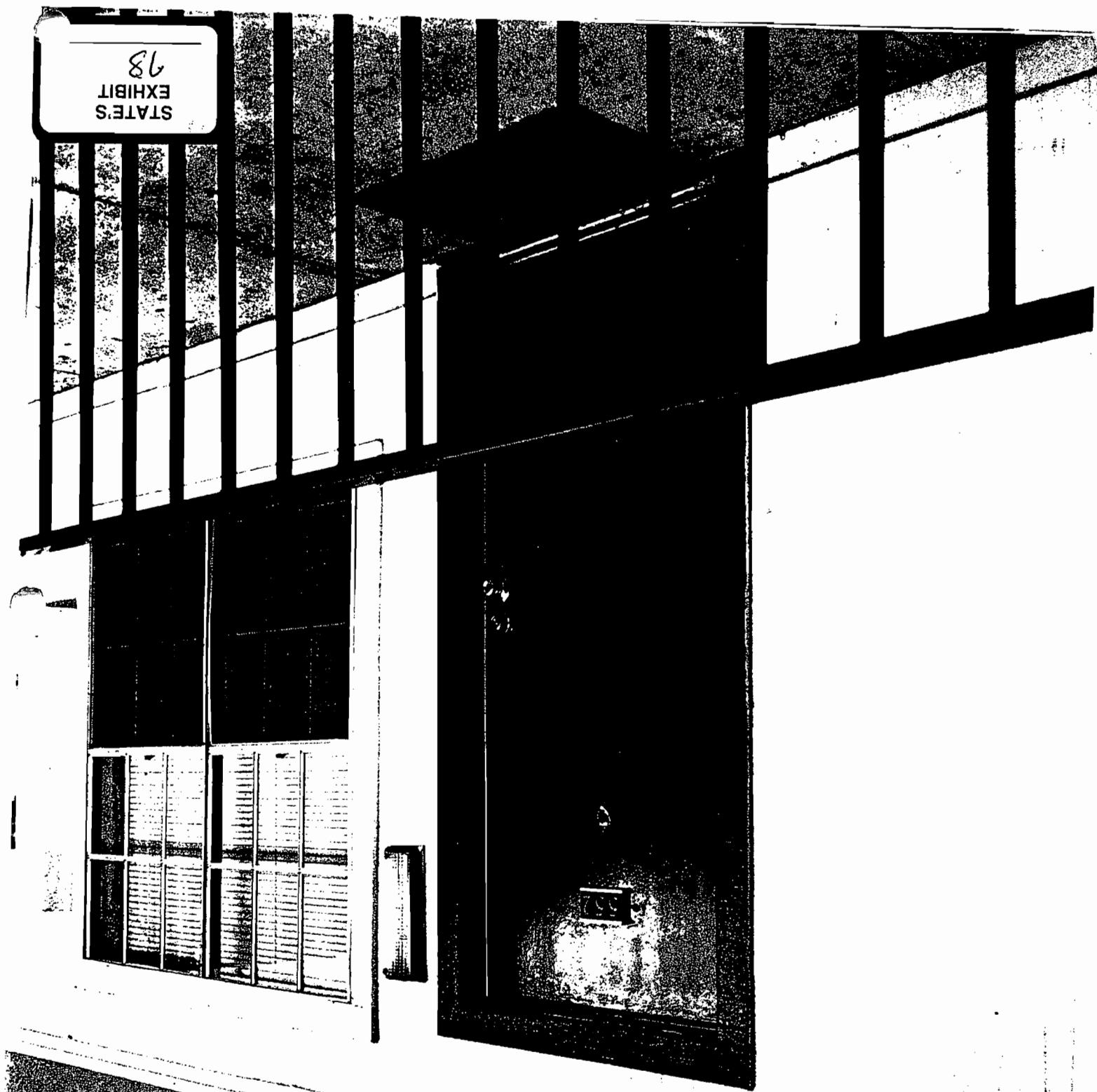
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State's Exhibit No. 77



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State's Exhibit No. 78



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J. S. Precious Stones, Inc.

JAL Enterprises, Inc.

1 State's Exhibit No. 81

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4 S-81: Large diagram

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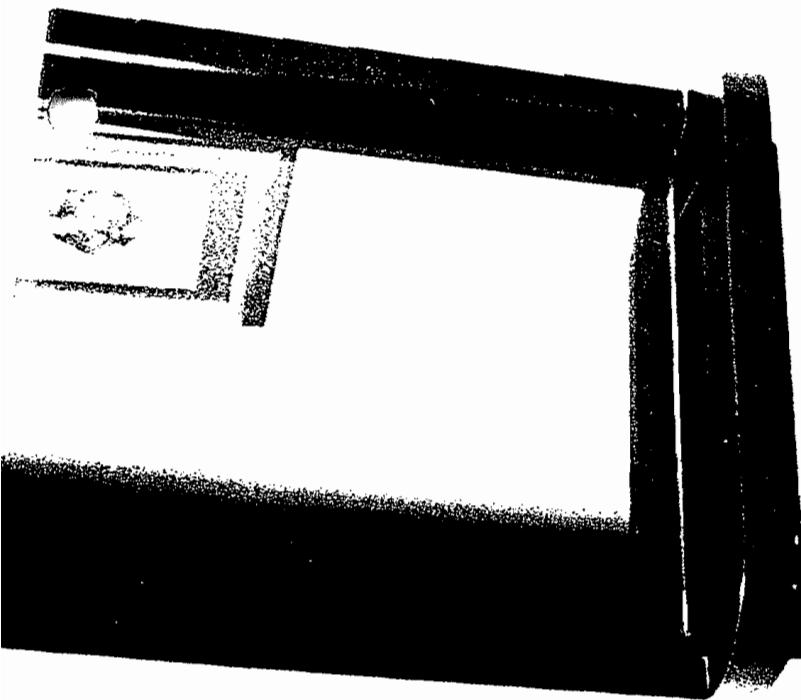
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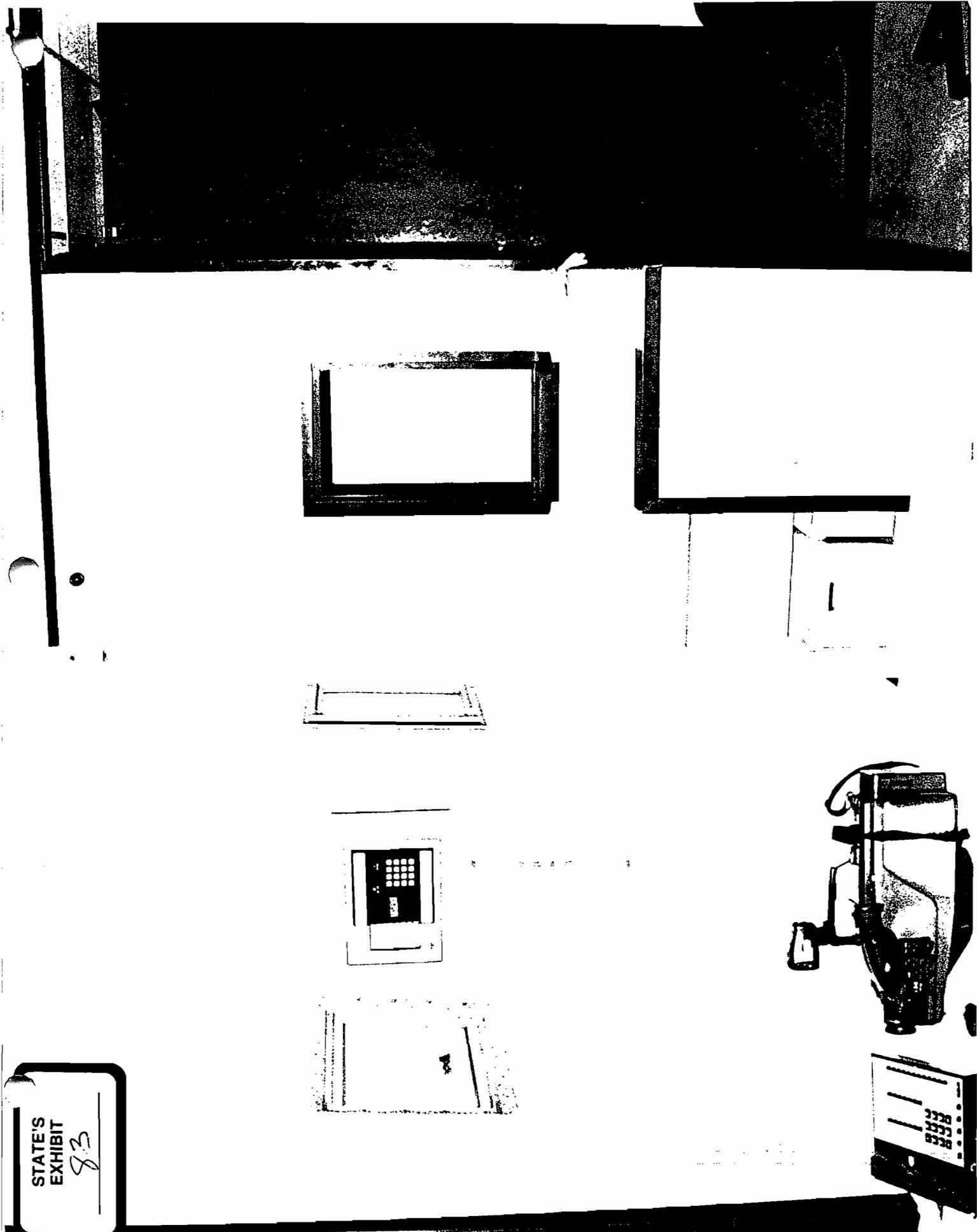
State's Exhibit No. 82

STATE'S
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State's Exhibit No. 83



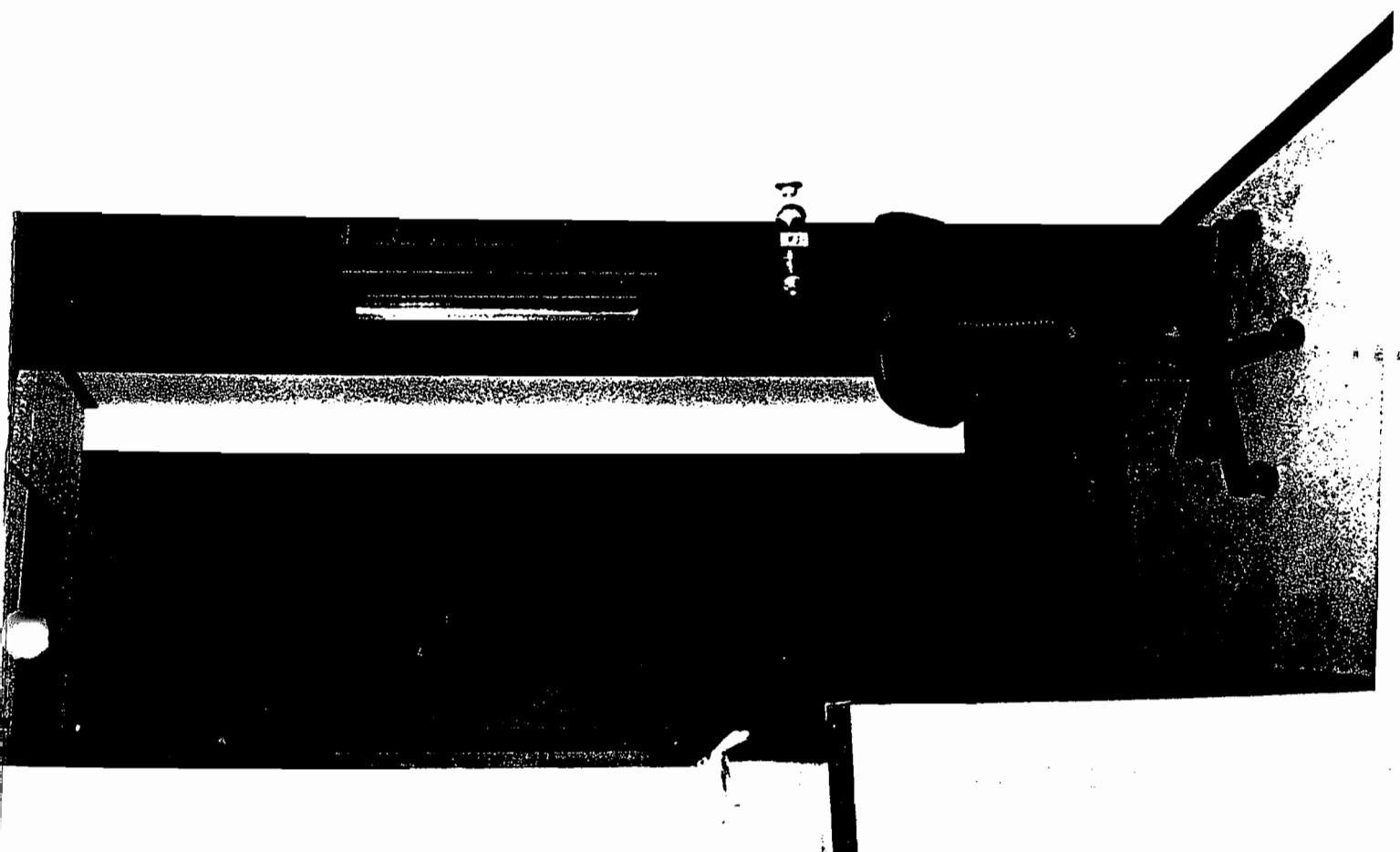
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State's Exhibit No. 84



STATE'S
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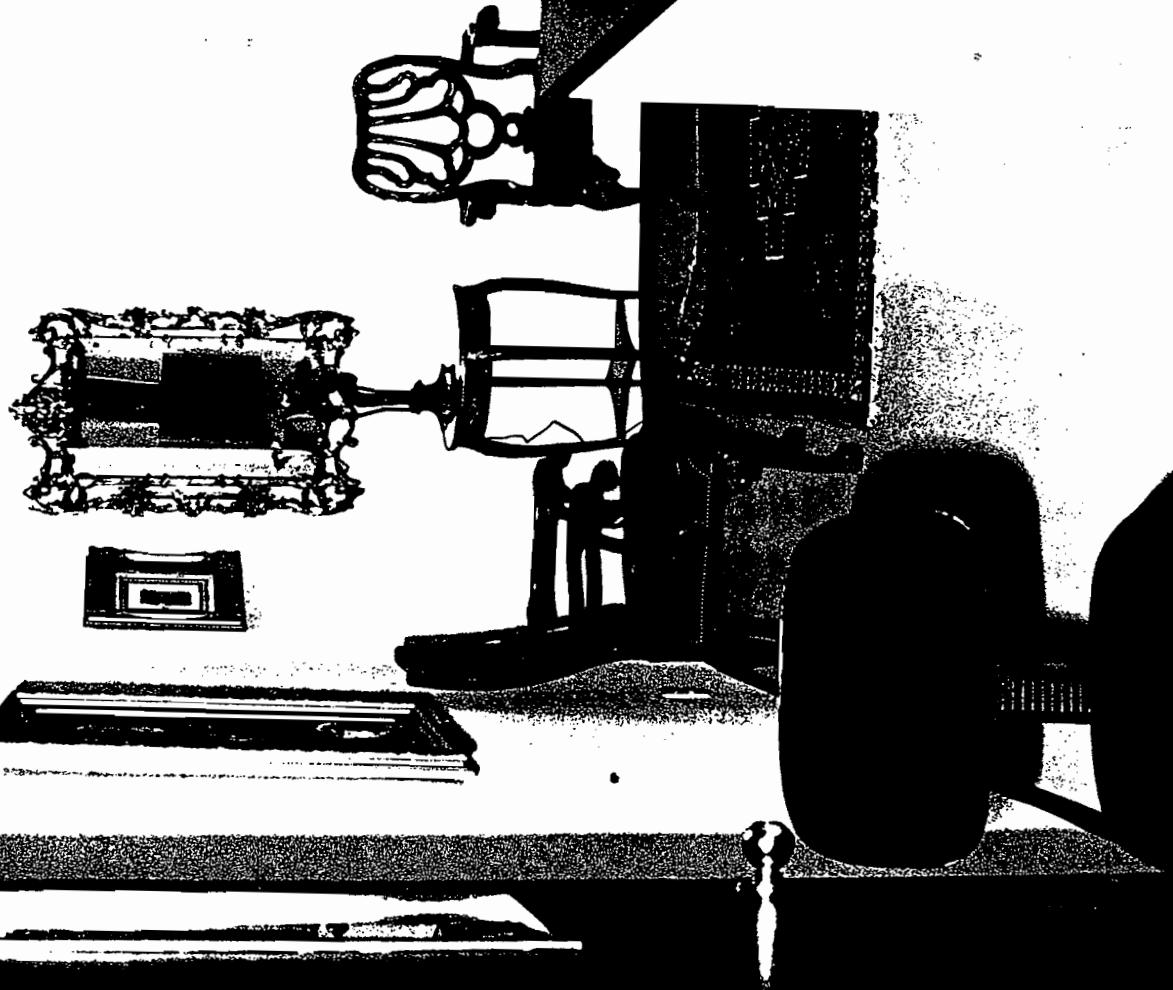
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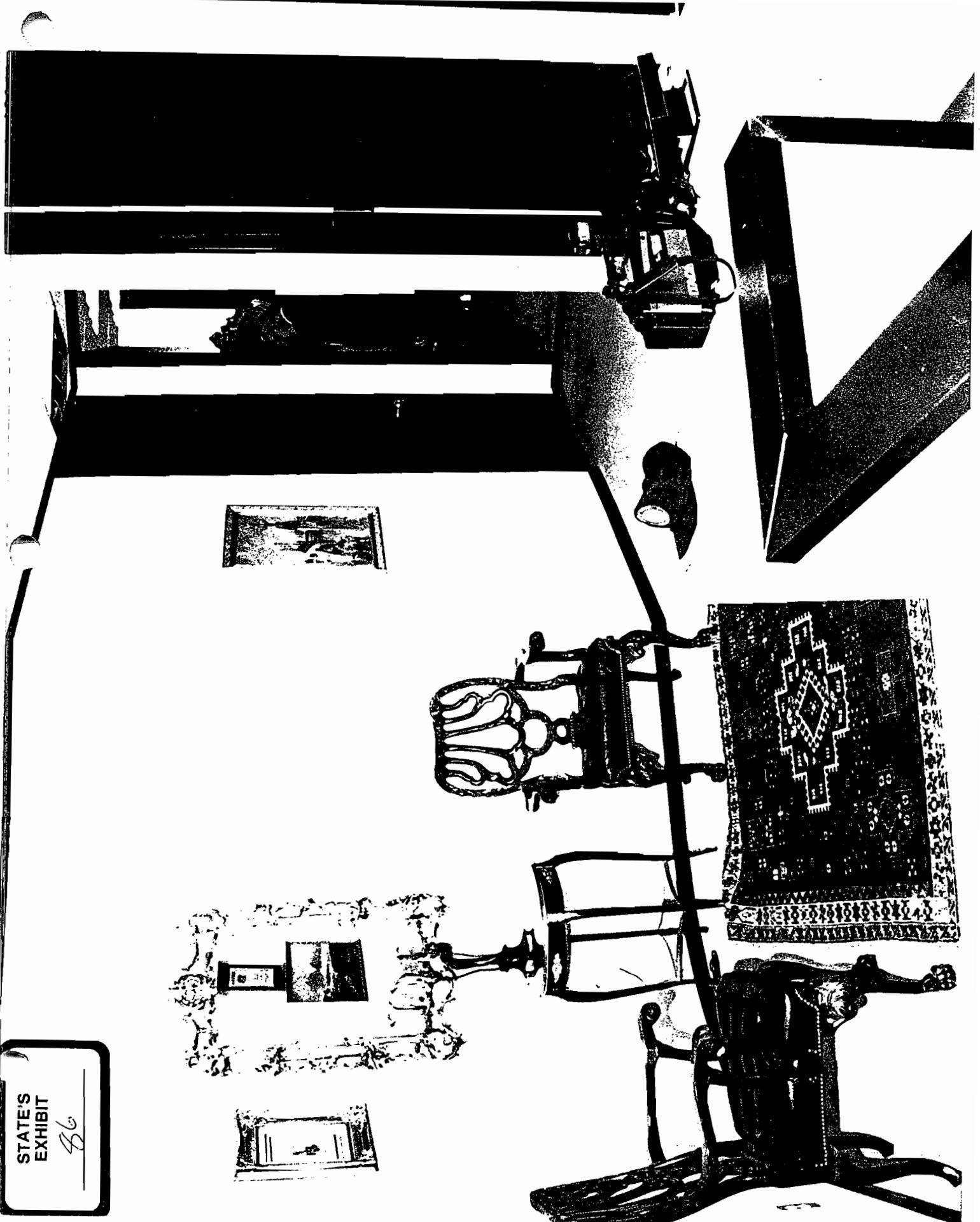
State's Exhibit No. 85

STATE'S
EXHIBIT
85



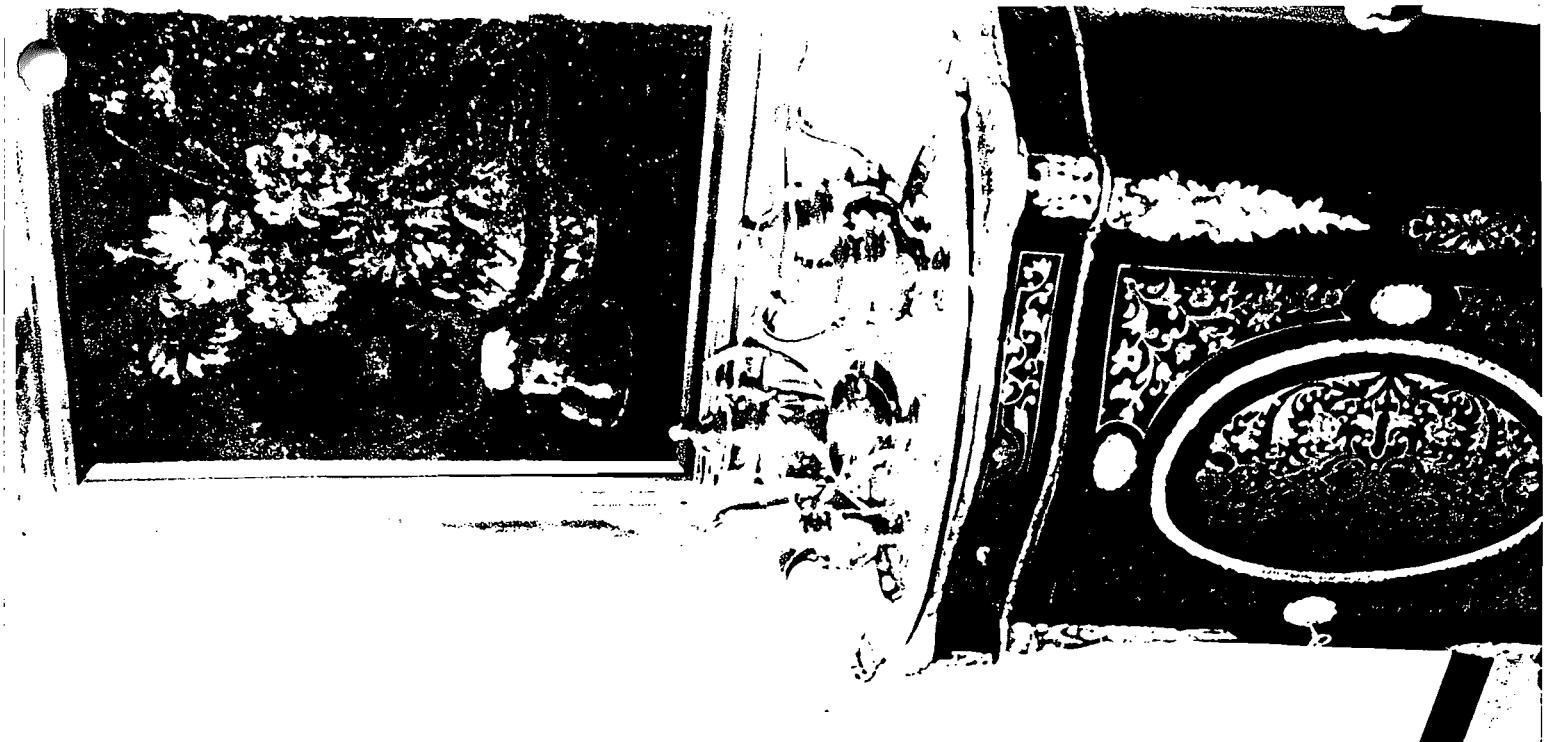
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State's Exhibit No. 86



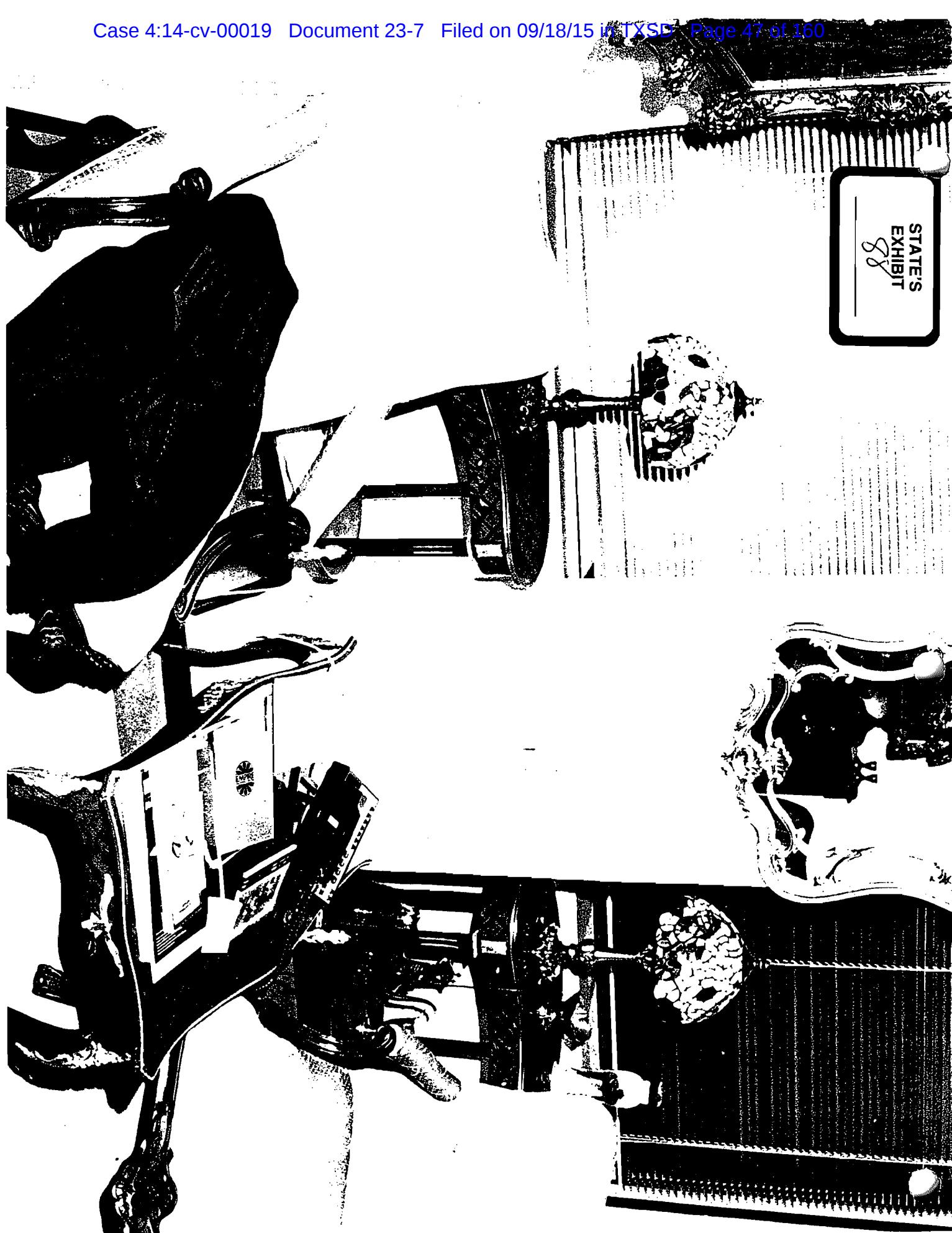
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State's Exhibit No. 87



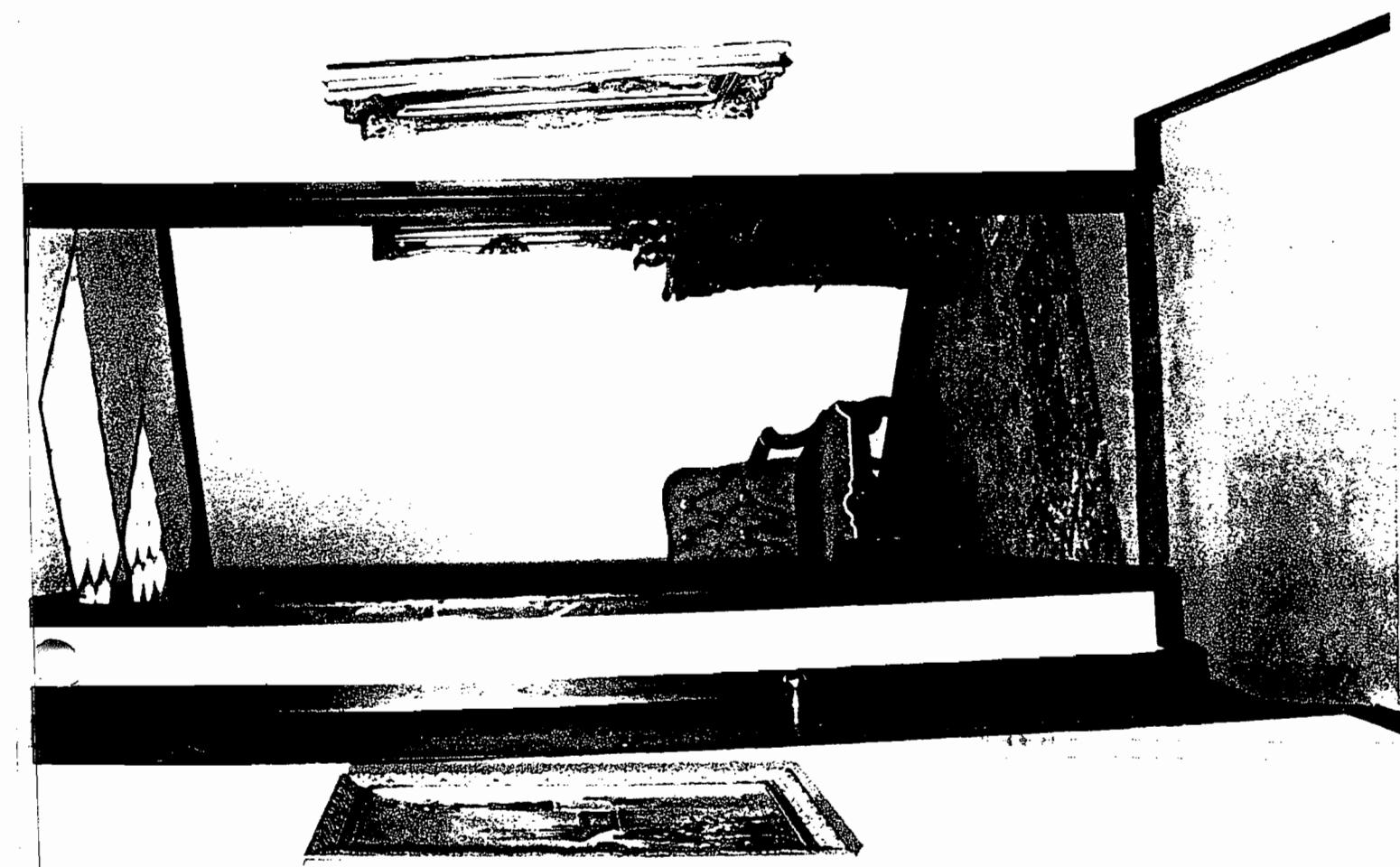
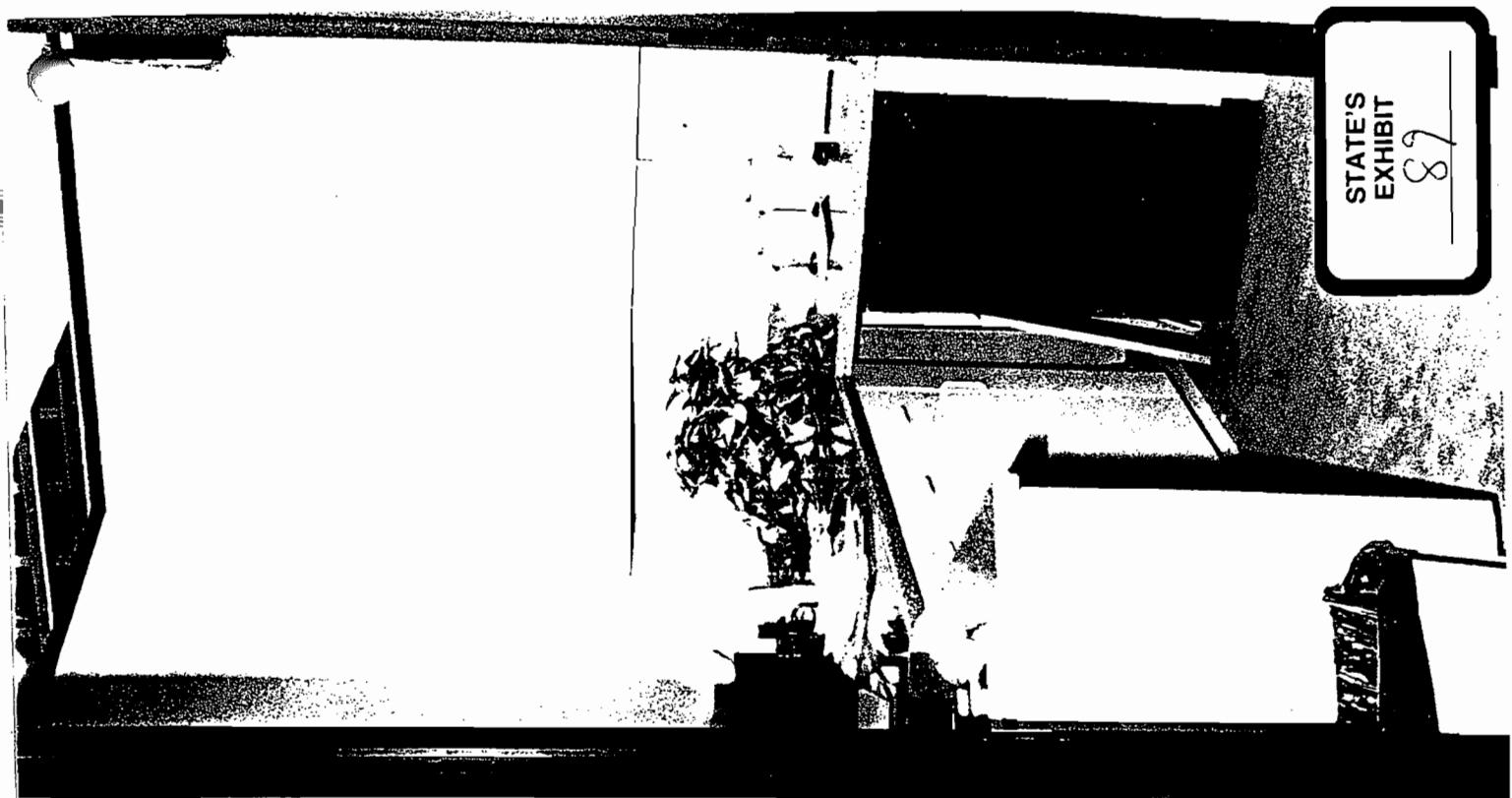
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State's Exhibit No. 88



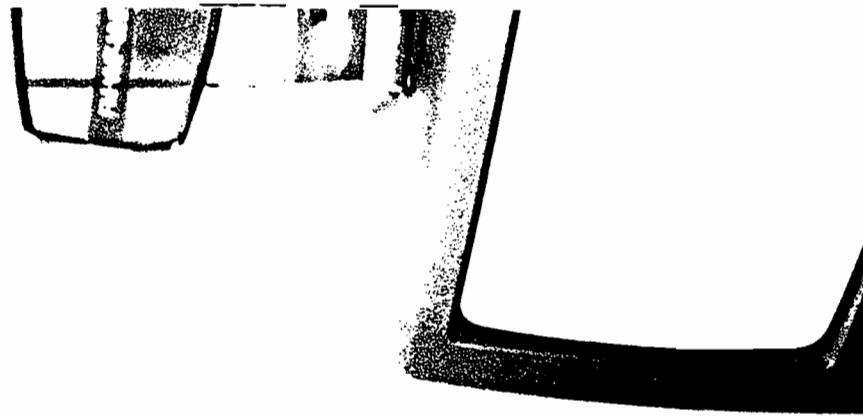
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State's Exhibit No. 89



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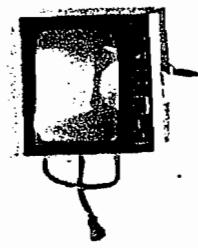
State's Exhibit No. 90



STATE'S
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State's Exhibit No. 91



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State's Exhibit No. 92



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State's Exhibit No. 93

STATE'S
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G-2



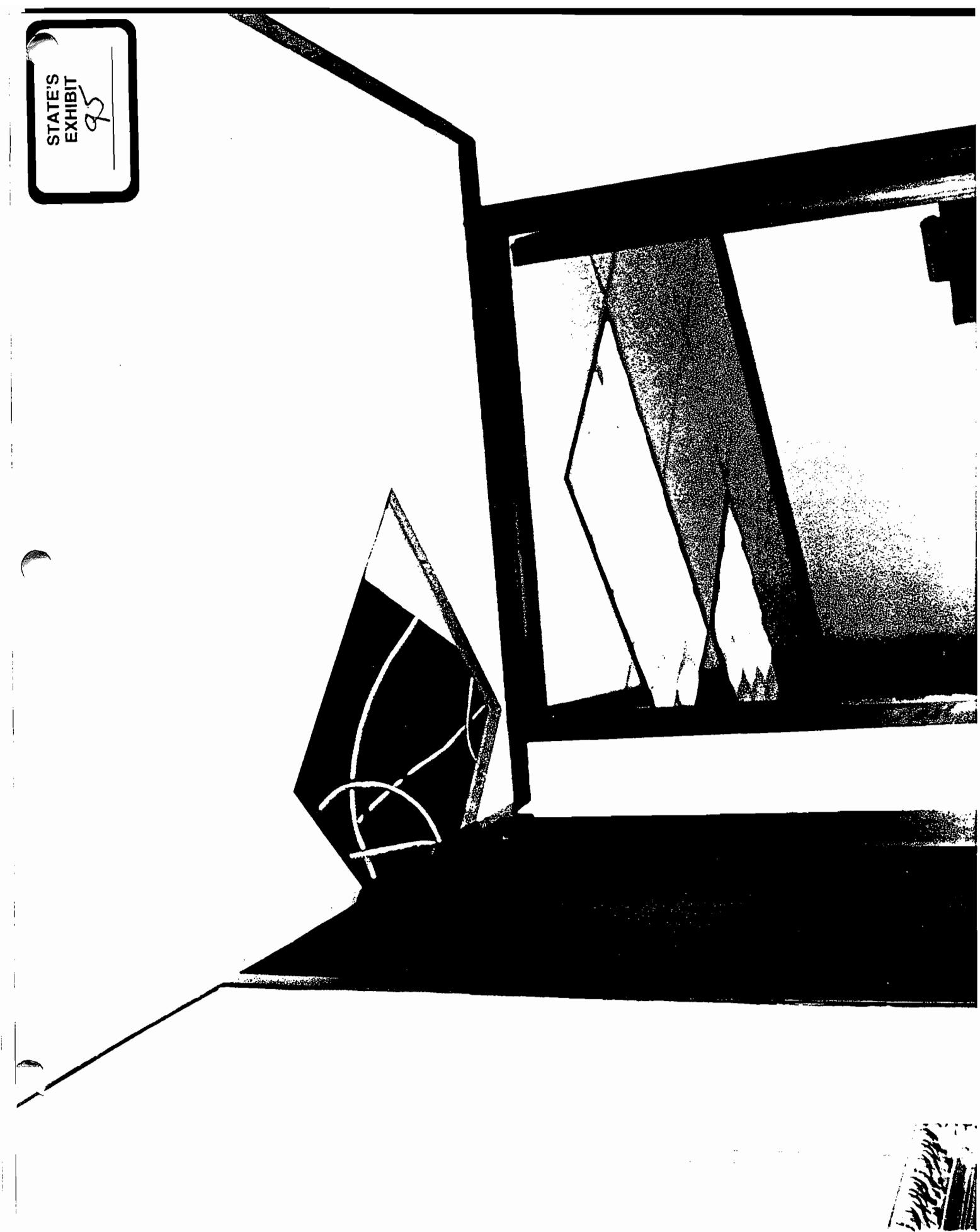
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State's Exhibit No. 94



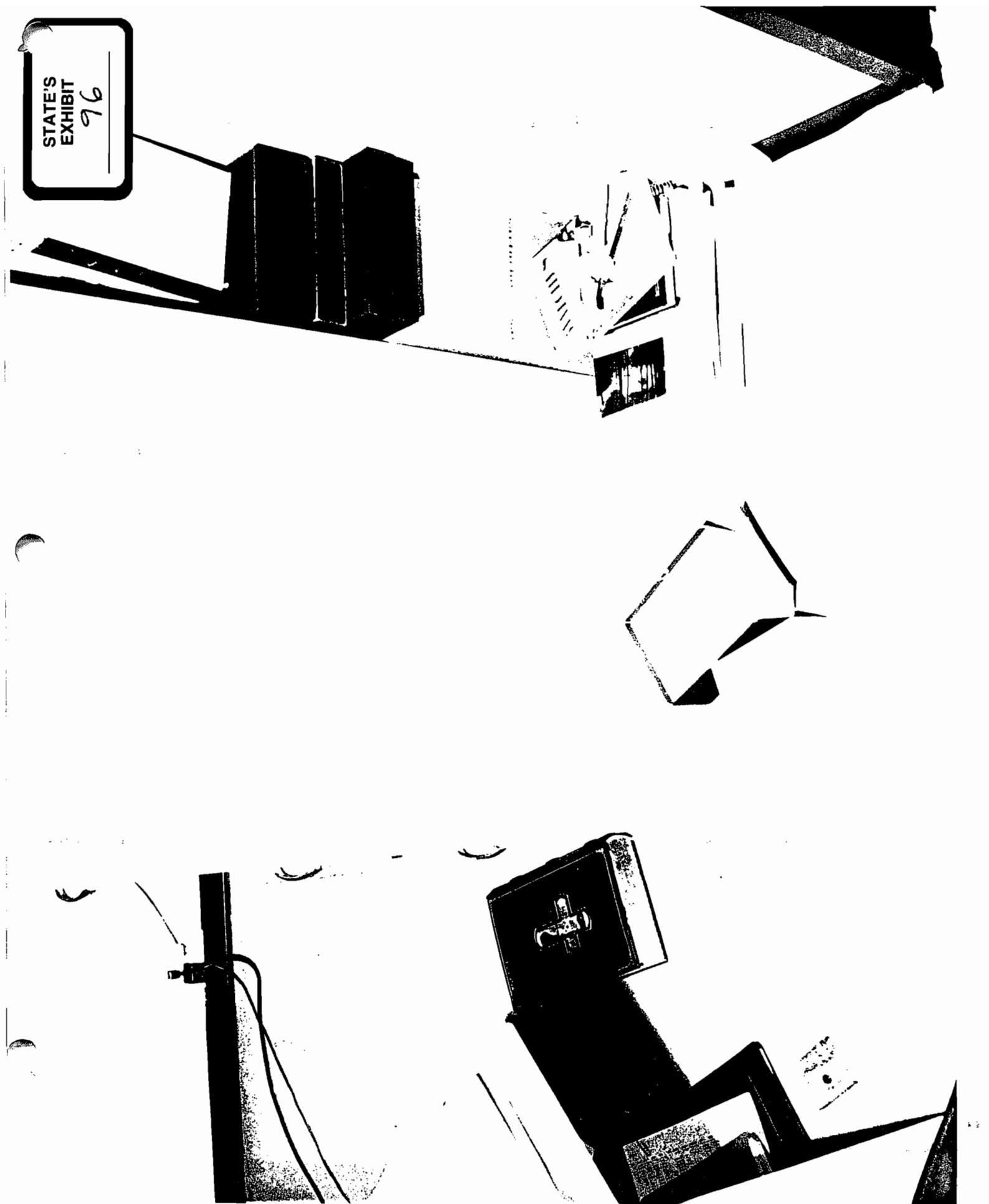
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State's Exhibit No. 95



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State's Exhibit No. 96



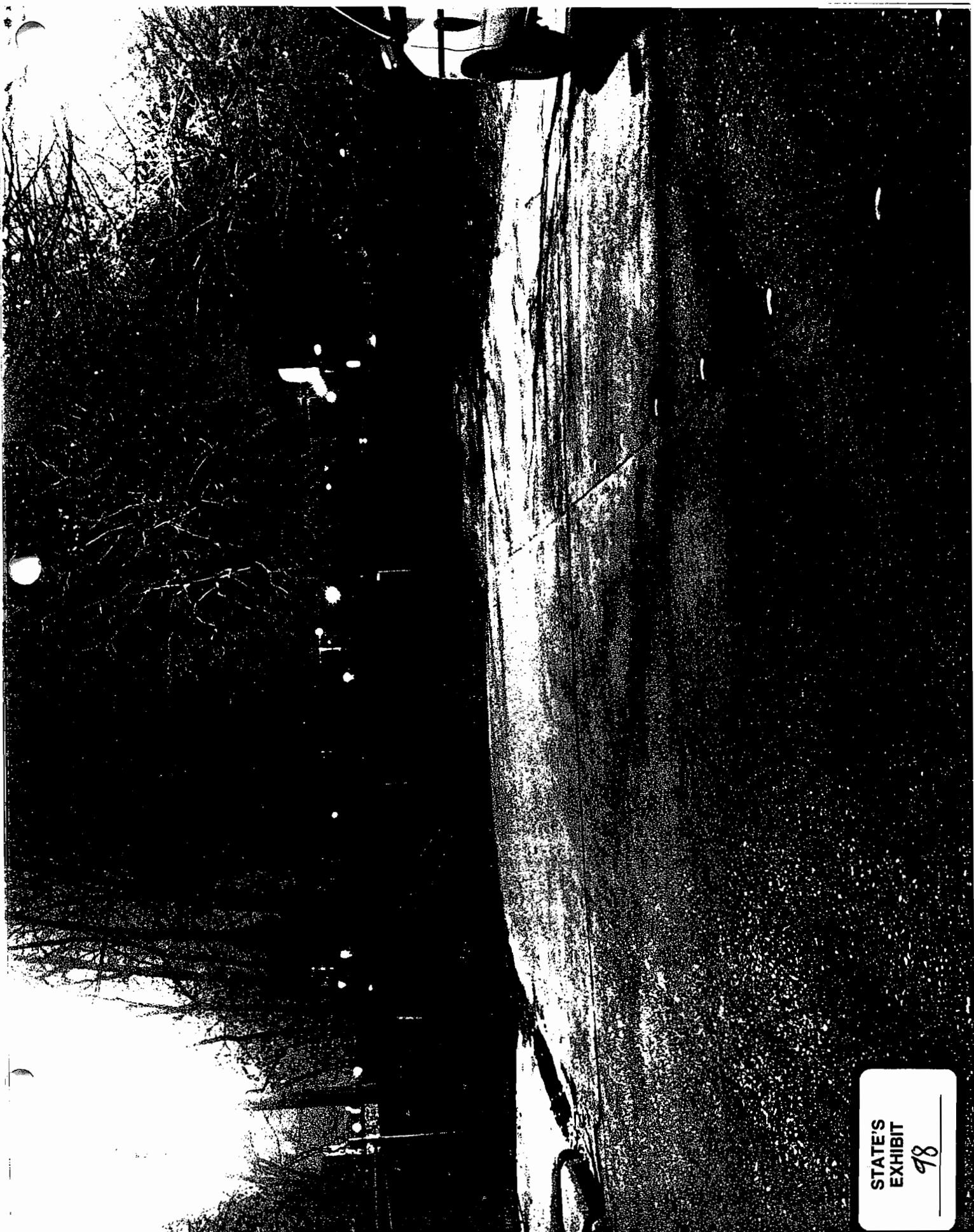
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State's Exhibit No. 97



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State's Exhibit No. 98



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State's Exhibit No. 99



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State's Exhibit No. 100

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State's Exhibit No. 101

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STATE'S
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State's Exhibit No. 102



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State's Exhibit No. 103

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State's Exhibit No. 104

STATE'S
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164



1 State's Exhibit No. 105A

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4 S-105A: Fired cartridge casing

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State's Exhibit No. 106

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S-106: Large diagram

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State's Exhibit No. 107

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4 S-107: Large diagram

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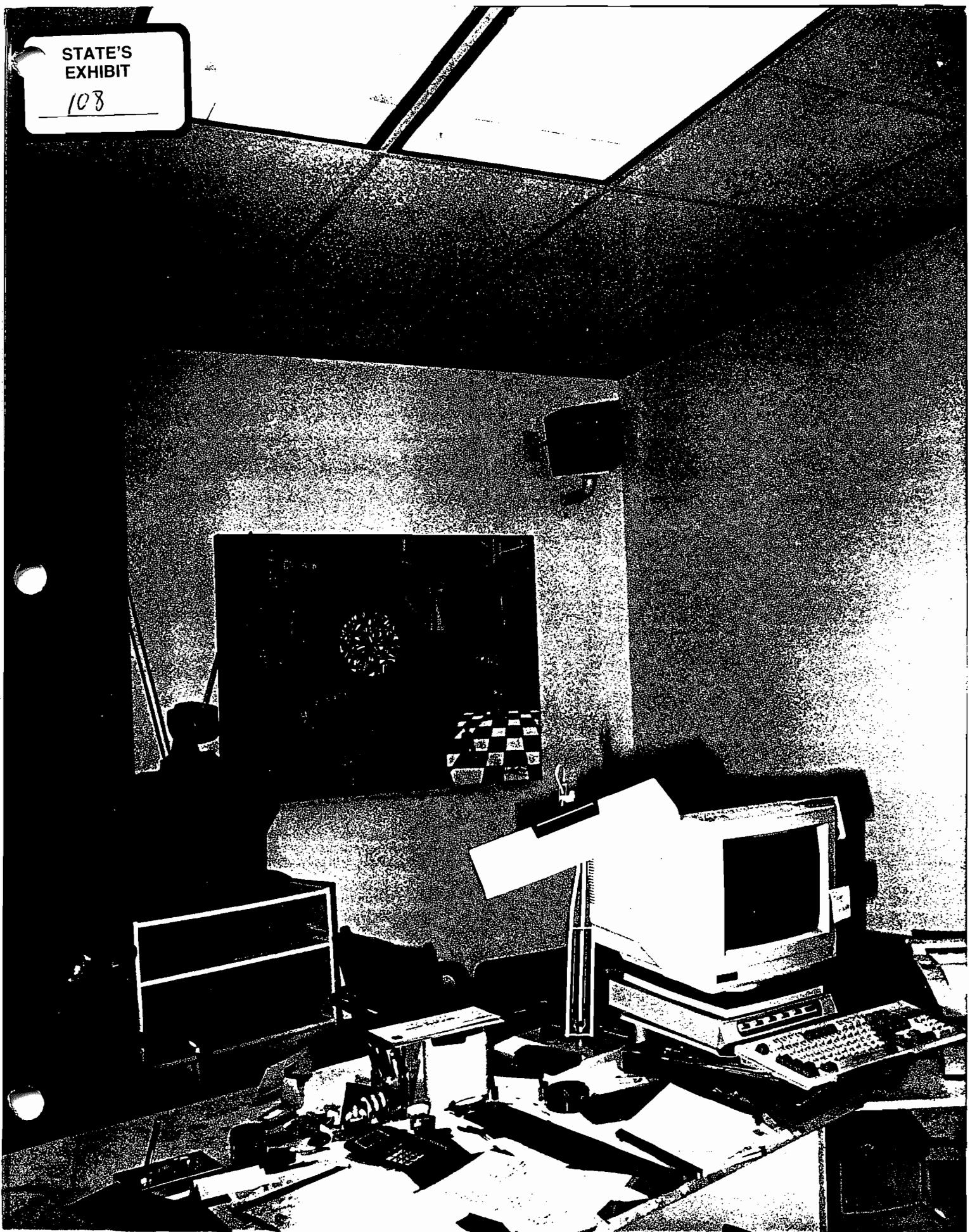
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State's Exhibit No. 108

STATE'S
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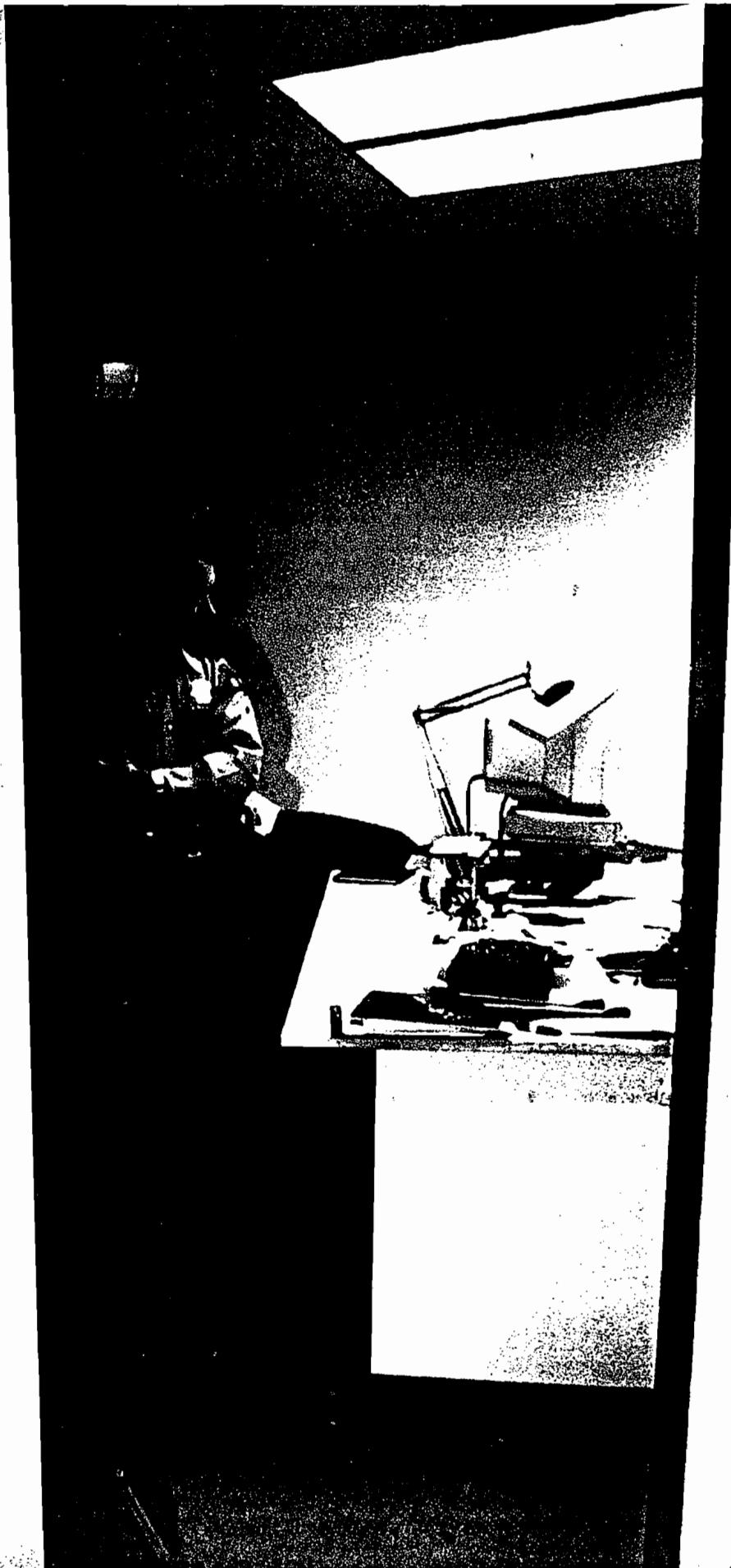


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State's Exhibit No. 109

STATE'S
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State's Exhibit No. 111

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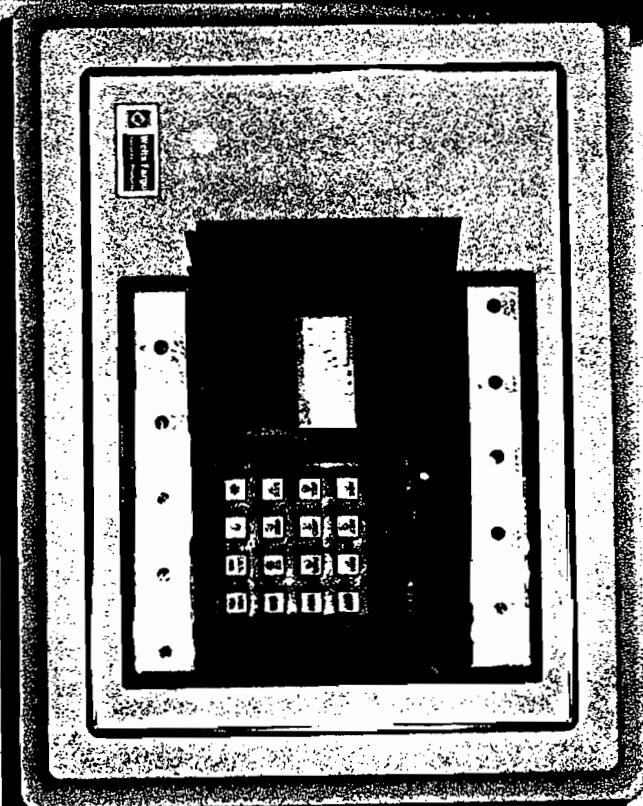
State's Exhibit No. 112

STATE'S
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State's Exhibit No. 113



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State's Exhibit No. 114



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State's Exhibit No. 115



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State's Exhibit No. 116



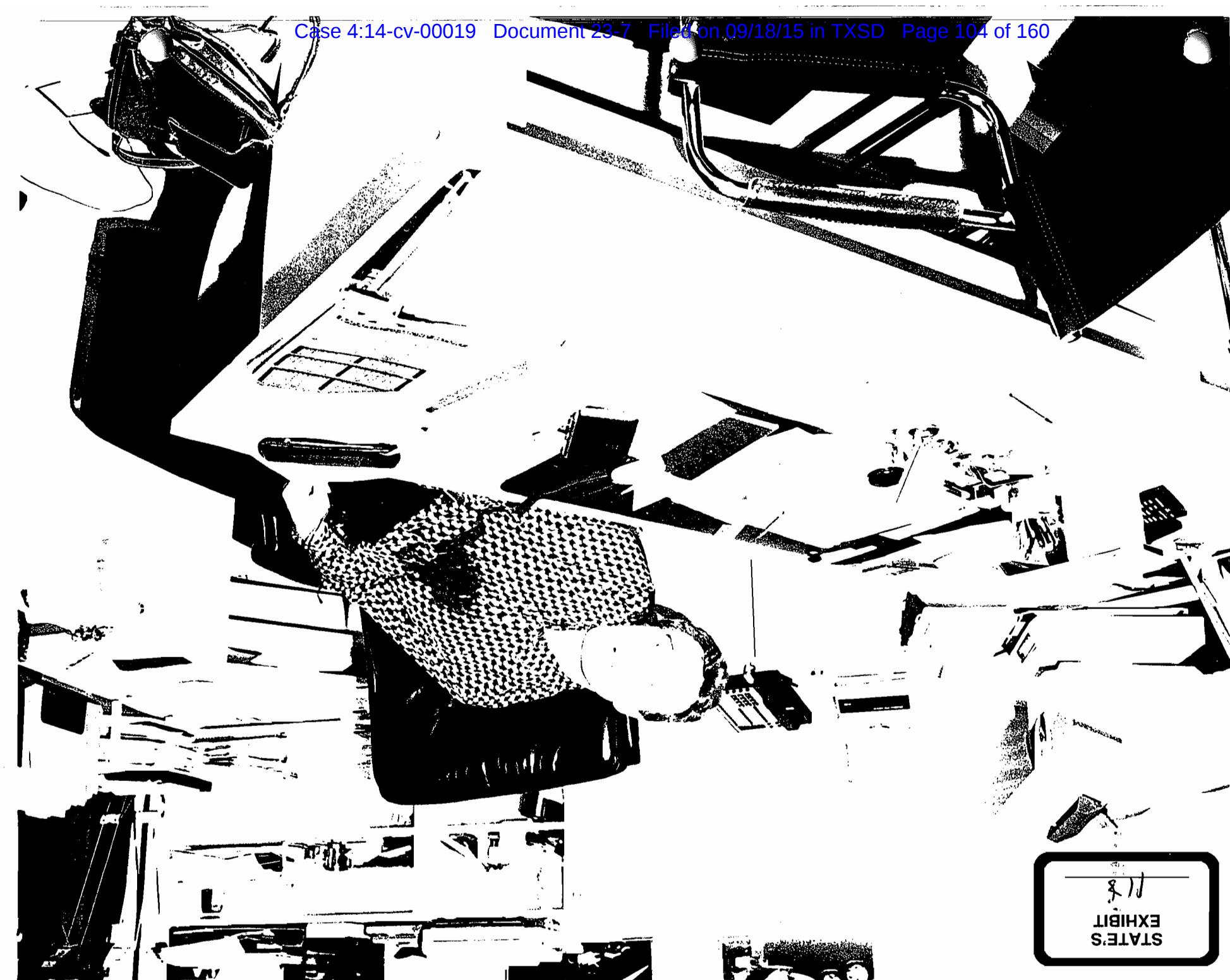
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State's Exhibit No. 117



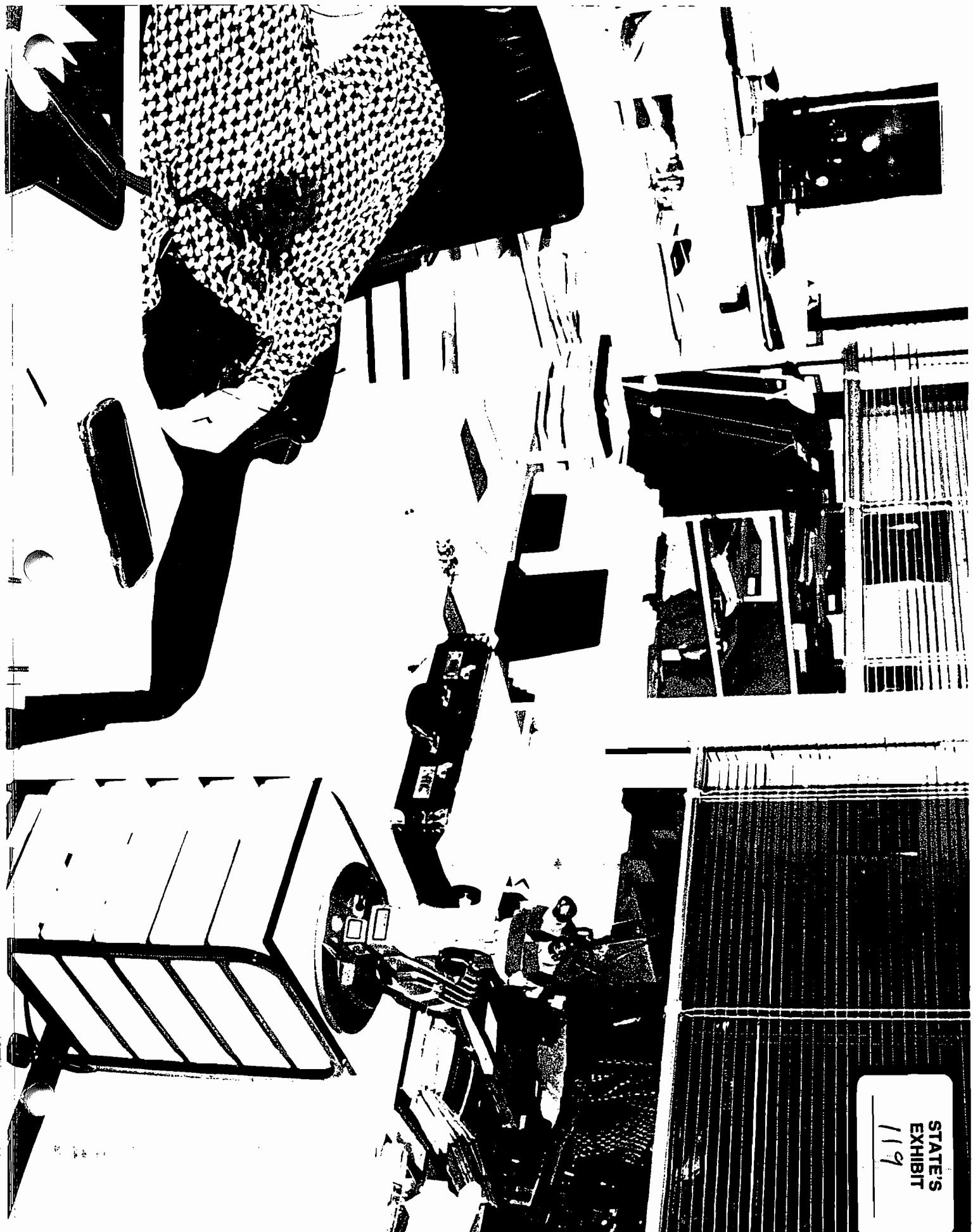
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State's Exhibit No. 118



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State's Exhibit No. 119



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State's Exhibit No. 120

STATE'S
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120

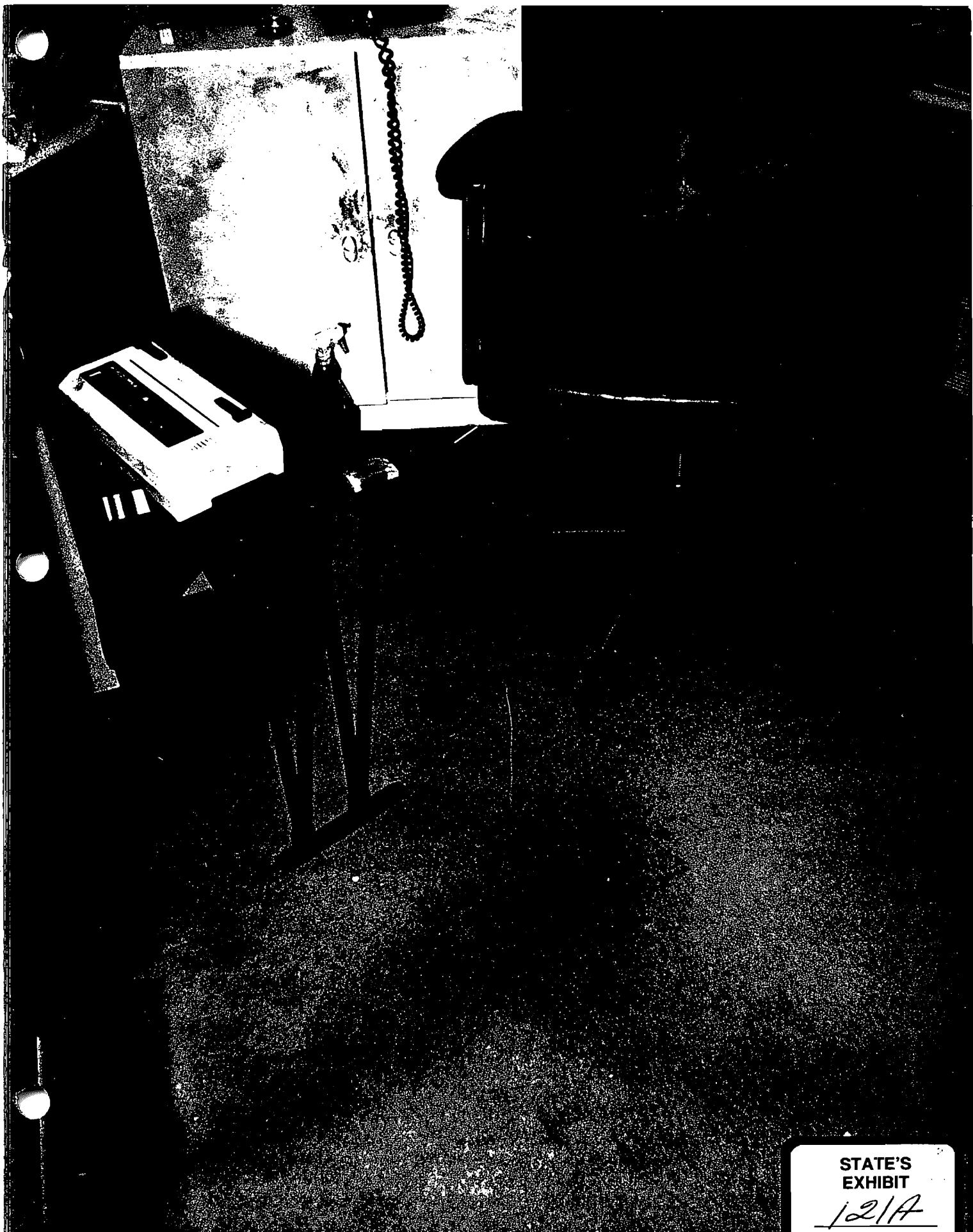


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State's Exhibit No. 122



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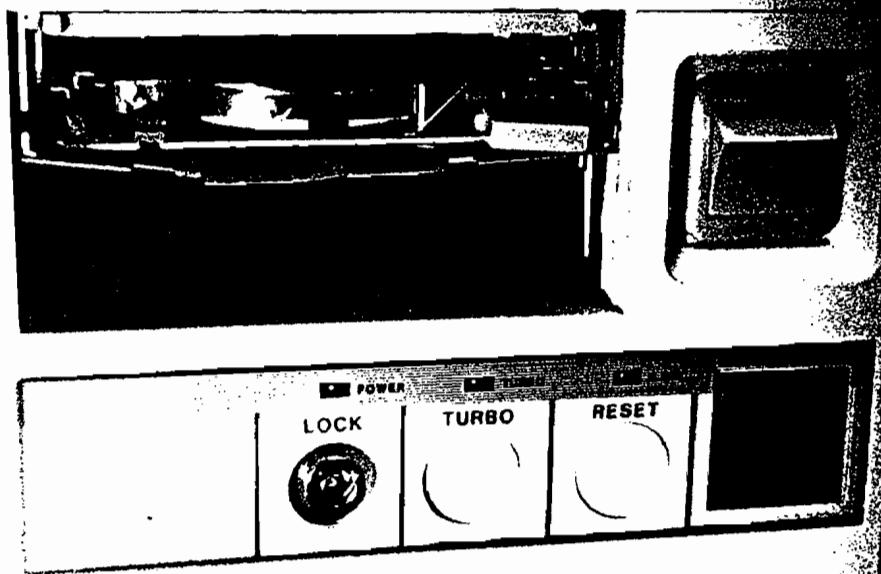
State's Exhibit No. 123



183
EXHIBIT
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State's Exhibit No. 124



STATE'S
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State's Exhibit No. 125

185
EXHIBIT
STATE'S

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State's Exhibit No. 126

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5 S-126: Tape lift of steel particles

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State's Exhibit No. 127

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5 S-127: Eyeglasses

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State's Exhibit No. 128

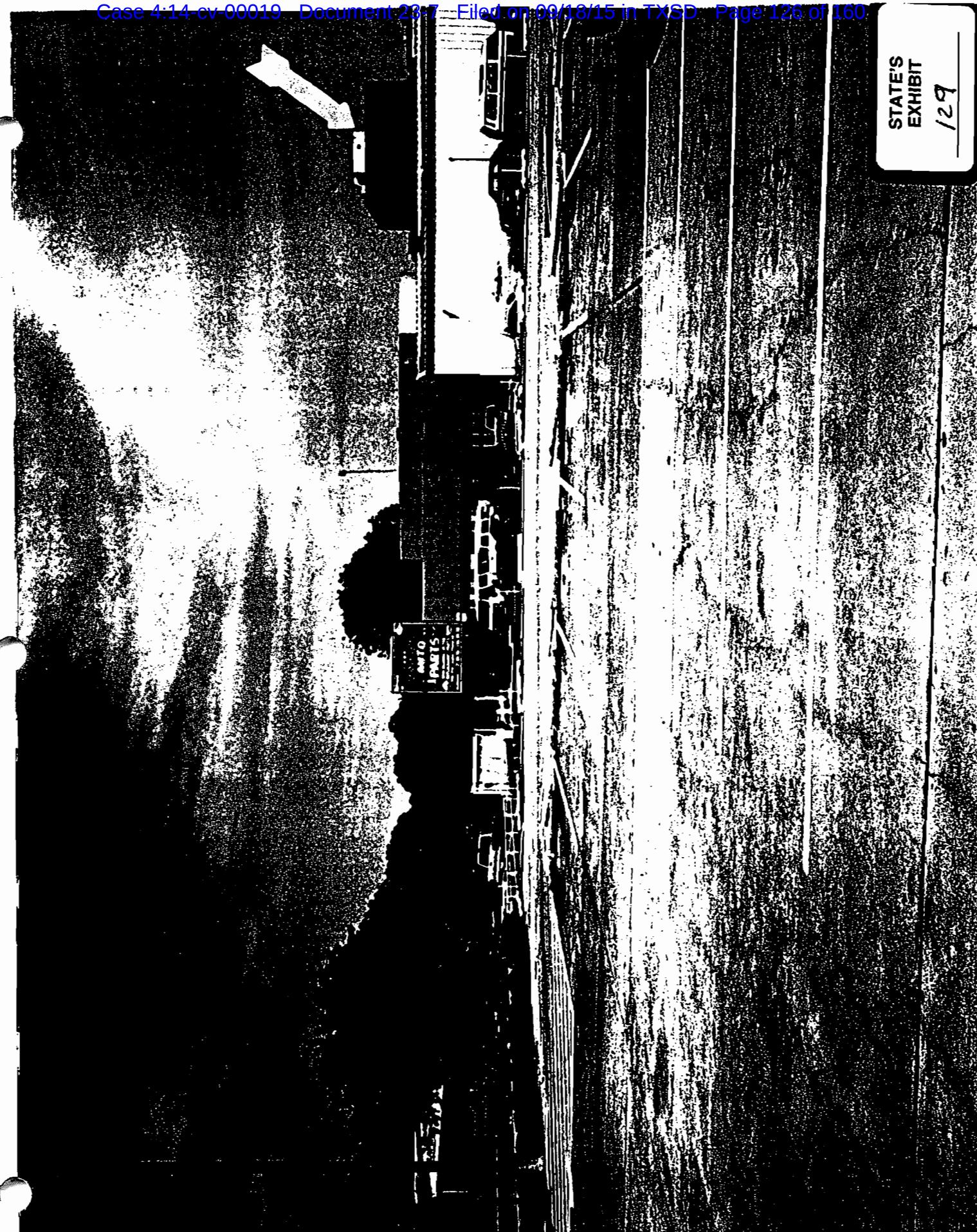


STATE'S
EXHIBIT
128

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State's Exhibit No. 129

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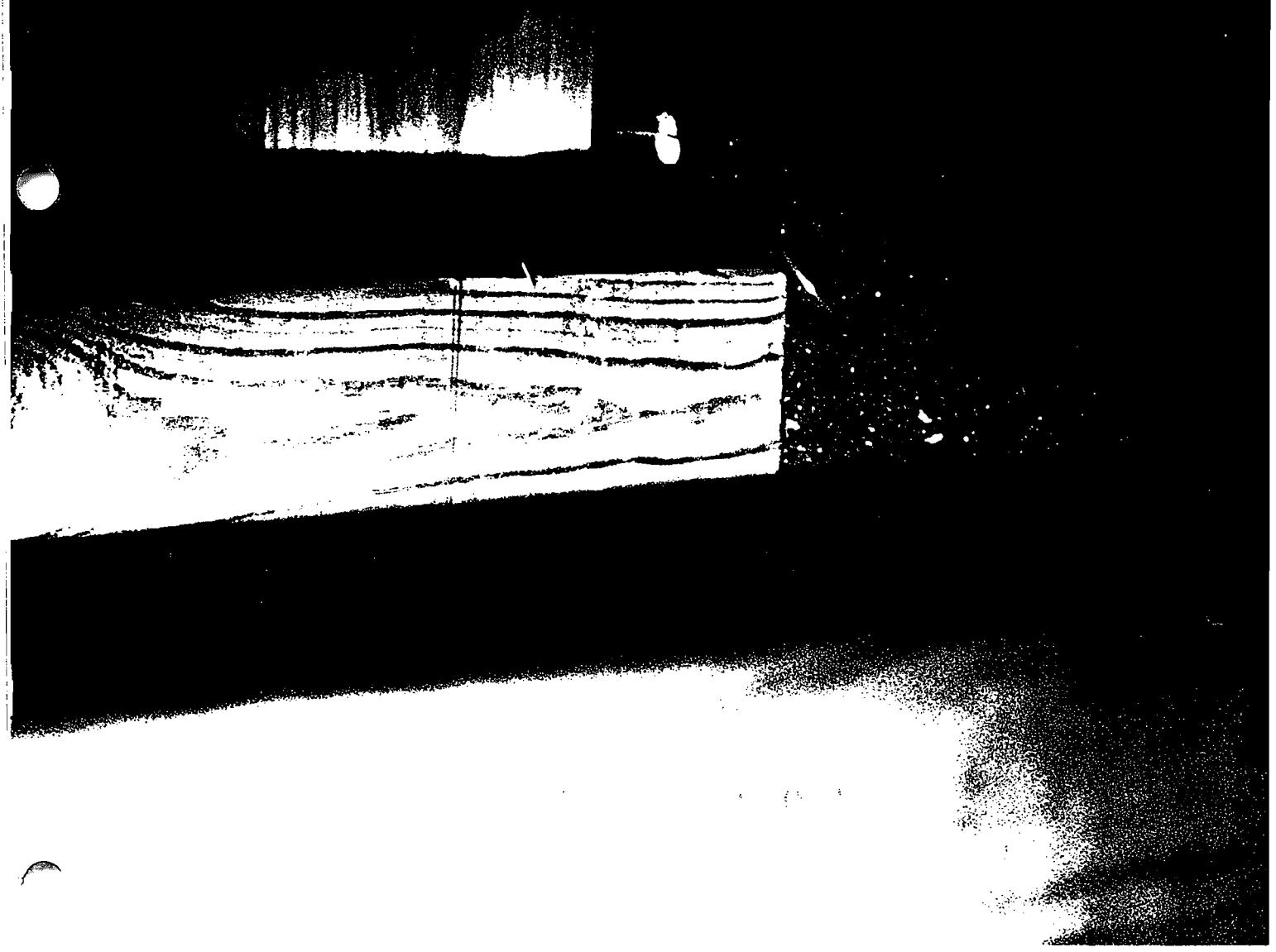


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State's Exhibit No. 131

STATE'S
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State's Exhibit No. 132

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5 S-132: Fired projectile

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State's Exhibit No. 133

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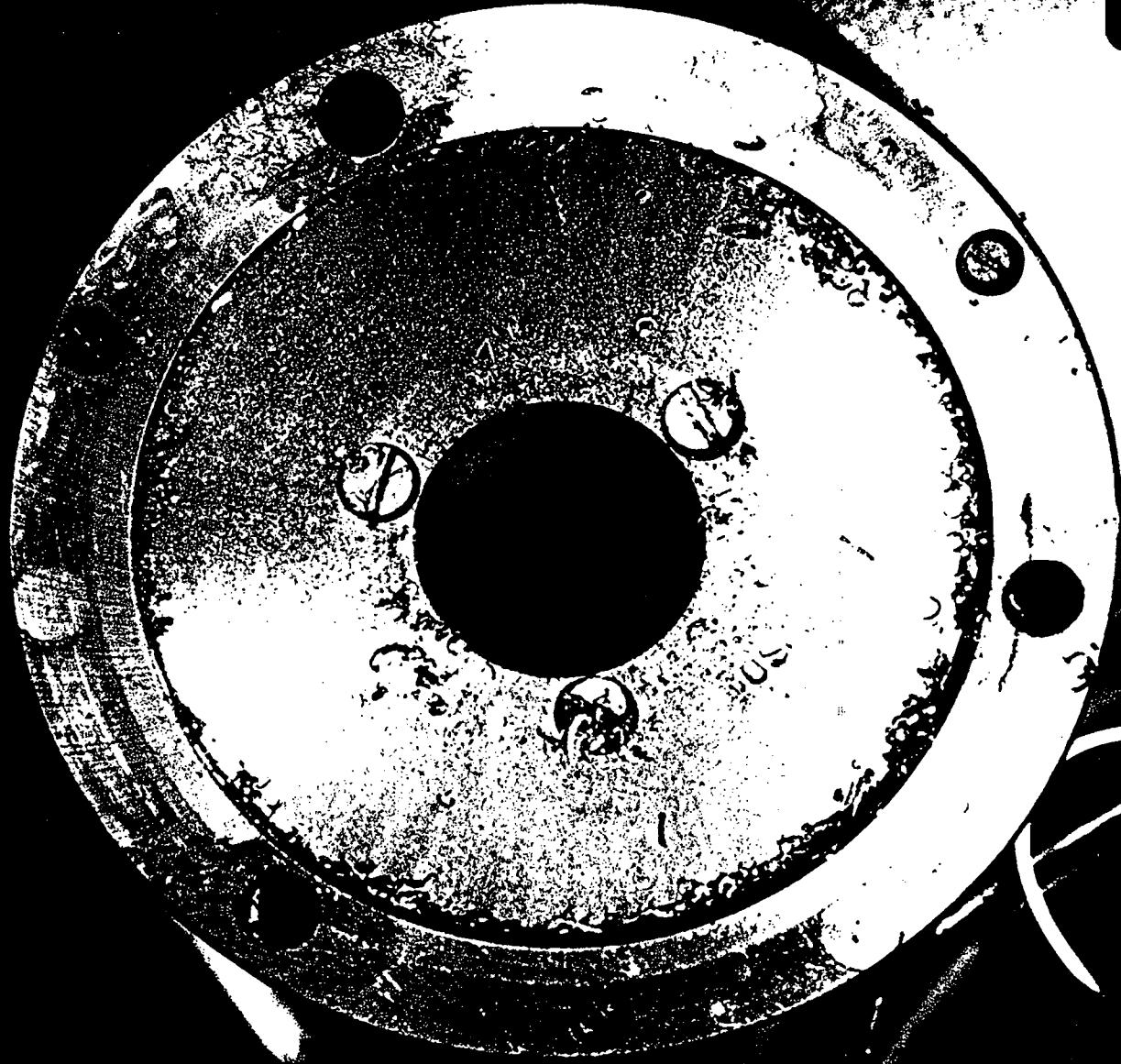


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State's Exhibit No. 134

STATE'S
EXHIBIT

134



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State's Exhibit No. 134A

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5 S-134A: Lathe wheel

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State's Exhibit No. 135

READ CAREFULLY BEFORE USING YOUR FIREARM

IMPORTANT: Keep this manual with your firearm.

The information contained in this manual is useful, both for beginners and experienced shooters. In addition to important information about functioning, cleaning and care of the gun, the manual contains instructions that may be very helpful in shooting properly.

AUG. 90

STATE'S EXHIBIT
135

TAURUS
FORJAS TAUROS S.A.

AV. DO FORTE, 511 - CX POSTAL 44 - TELEGR.: "FORJA"
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TAURUS
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THIS BOOKLET

The safety warnings in this booklet are important. By understanding the dangers inherent in the use of any firearm, and by taking the precautions described herein, you can enjoy complete safety in the use of your Taurus revolver or pistol. Failure to heed any of these warnings may result in serious injury to you or others, as well as severe damage to the firearm or other property.

DANGEROUS WEAPONS

REVOLVERS and PISTOLS are classified as FIREARMS or DANGEROUS WEAPONS and are sold by us with the specific understanding that we are not responsible in any manner whatsoever for their improper or negligent handling or resale under local laws and regulations.

TAURUS shall not be responsible in any manner whatsoever for malfunctioning of the firearm, or for physical injury or property damage, resulting in whole or in part from (1) criminal or negligent discharge, (2) improper or careless handling, (3) unauthorized modifications, (4) defective, improper hand-loaded, or reloaded ammunition, (5) neglect, or (6) other influences beyond our direct and immediate control. This limitation applies regardless of whether liability is asserted on the basis of contract, negligence or strict liability (including any failure to warn). Under no circumstance shall Taurus be liable for incidental or consequential damages, such as loss of use of property, commercial loss and loss of earnings or profits.

SAFETY WARNINGS

NOT JUST FOR BEGINNERS

Regardless of your familiarity or experience with firearms, generally don't assume that you have no need to study this manual.

The safe handling of firearms requires specialized training, discipline and caution. Firearms, by their nature and intended function, are deadly instruments. Accidental death or serious injury can result if they are handled improperly or carelessly.

Firearms rarely cause accidents. Firearms accidents almost always are caused by a failure to obey the basic rules of gun safety. Unfortunately, experienced shooters are found to violate these rules as frequently as beginners. Thus the basics of safe firearms handling cannot be repeated too often. Read, re-read and memorize the basic principles of firearms safety until they become second nature: habits that you don't forget.

If you have any question about your knowledge or ability to use this or any other firearm with complete safety, you should seek supervised instruction. Personalized instruction is often available from gun dealers, gun clubs, state hunter safety programs or police departments in the United States. If none of these sources is accessible, write to the National Rifle Association, Washington, D.C. 20036. THEY WILL ASSIST YOU.

A person with a gun in his possession has a full-time responsibility. He must KNOW how to keep and use his firearm safely, and he must always TAKE the precautions necessary - all of them. He cannot guess; he cannot forget. This responsibility is his alone. It cannot be passed off to someone else.

Remember: No gun can be made accident-proof. A gun is just a machine, with no judgement of its own. It responds to your actions, whether wise or foolish. The only truly effective safety device is the mind of a cautious shooter who never forgets that a moment's carelessness can produce permanent tragedy.

GUNS ARE NOT ALIKE

Many makes and models of firearms might LOOK nearly the same. However, they differ widely in design and operation, and in the location and function of various controls.

Study this manual thoroughly. Educate yourself on the characteristics and operation of your particular firearm before attempting to handle it. Do not permit others to handle it - unless they also have done so.

You should have an instruction manual for every firearm you own. If you do not, write the manufacturer and obtain one. Most manufacturers will gladly send you one free. If for any reason a manual is not available, visit your public library. Many books have been published which contain detailed information on obsolete or discontinued firearms.

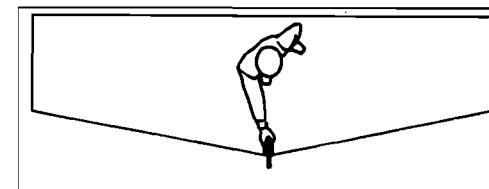
Your knowledge can prevent injuries.

The Taurus handgun was designed and is made to offer the maximum of safety when correctly used. However, as with any other weapon, it is not foolproof, and may become very dangerous if the following basic recommendations are not RIGIDLY observed:

ATTENTION

1. Never, never-ever point any gun, loaded or unloaded, at anything you do not intend to shoot.
2. Always treat every gun as if it were loaded.
3. Get instruction from a competent firearms instructor before using any gun.
4. The safety is only a mechanical device, not a substitute for common sense.
5. Keep your finger off the trigger until you are actually aiming at the target ready to shoot.
6. Be certain the gun is unloaded before cleaning.
7. Always empty guns before entering a place where there are people.
8. Never leave a loaded gun unattended.
9. Store guns and ammunition separately beyond the reach of children.
10. Don't test safety by pulling the trigger while the safety is on unless you are absolutely sure the gun is empty and you are pointing away from anyone.
11. Be sure of your target and backstop before you shoot.
12. Guns and alcohol or drugs don't mix.
13. Never pull a gun towards you by the muzzle. Don't climb a tree or cross a fence with a loaded gun.

14. Load and unload with the muzzle pointed in a safe direction.
15. If a gun fails to fire when the trigger is pulled, keep it pointed at the target for at least 30 seconds. Sometimes slow primer ignition will cause a "hang" fire and the cartridge will go off after a short pause.
16. Never shoot at hard flat surfaces or water...bullet may ricochet.
17. When receiving a gun always check that it is unloaded (Pistols: Remove magazine and open slide to check to see if chamber is empty. Revolvers: Open cylinder to check if it is empty), even if you saw it done previously.
18. Never put your hand over the muzzle of a gun.
19. Check ammo to be sure it is the right size and caliber, and that it is not dented.
20. Use a proper holster and draw only if you intend to shoot.
21. Never cock the gun until you are ready to shoot.
22. Dry firing is bad for this gun, whether the hammer block is engaged or not.
23. While handling any firearm, never allow it to point at any part of your body or at another person. No harm should result if you obey this rule, even if an accidental discharge occurs.
24. Revolvers have "SIDE BLAST" or "CYLINDER BLAST", hot gasses and particles escaping at high speeds to the sides of the gun from the clearance gap between the cylinder and barrel. Keep people behind and away from you and keep your hands and body clear of the sides of the revolver when firing.



25. If there is any reason to suspect that a bullet is obstructing the barrel, immediately unload the firearm and look through the bore. It is not sufficient to merely look in the chamber.
26. Treat this gun as a precision instrument.
27. Old or reloaded ammo may be dangerous. We recommend against using it.
28. Never carry any handgun in your pocket, purse or waistband. Use a pistol case or proper holster with safety flap or strap.
29. Don't try to change your gun's trigger pull, because alterations of trigger pull usually affect sear engagement and may cause accidental fire.
30. Write to us concerning any items or circumstances which might relate to your safety and the operation of our products.

WARNING

Taurus revolvers and pistols were manufactured to perform properly with the original parts as designed. It is your duty to make sure any parts you buy are installed correctly and that neither replacements nor originals are altered or changed. Your gun is a complex tool with many parts that must relate correctly to other parts. Putting a gun together wrong or with modified parts can result in a damaged gun, danger and injury or death to you and others through malfunction.

Always have a qualified gunsmith work on your gun.

PROTECT YOUR EYES AND EARS

Always wear adequate shooting glasses and ear plugs or "ear muff" type protectors whenever you are shooting.

Always make certain that persons close to you are similarly protected.

Unprotected eyes may be injured by powder, gas, carbon residue, lubricant, metallic particles or similar debris which may emanate occasionally from any firearm in normal use.

Without ear protection, repeated exposure to shooting noise may lead to cumulative, permanent hearing loss.



AMMUNITION

1. Use only high quality, original, factory-manufactured ammunition. Do not use cartridges that are dirty, wet, corroded, bent or damaged. Do not oil cartridges. Do not spray aerosol-type lubricants, preservatives, or cleaners directly onto cartridges or where excess spray may flow into contact with cartridges. Lubricant or other foreign matter on cartridges can cause potentially dangerous ammunition malfunctions. Use only ammunition of the caliber for which your firearm is chambered. The proper caliber is permanently engraved on your firearm; never attempt to use ammunition of any other caliber.
2. The use of reloaded, a "remanufactured", hand-loaded, or other non-standard ammunition voids all warranties. Improperly loaded ammunition voids all warranties. Improperly loaded ammunition can be extremely dangerous. Severe damage to the firearm and serious injury to the shooter or to others may result. Always use ammunition that complies with the industry performance standards established by the Sporting Arms and Ammunition Manufacturers Institute, Inc., of the United States, (SAAMI) or the equivalent from other countries.
3. Firearms may be severely damaged and serious injury to the shooter or to others may result from any condition causing excessive pressure inside the chamber or barrel during firing. Excessive pressure can be caused by obstructions in the barrel, propellant powder overloads, or by the use of incorrect cartridges or defectively assembled cartridges. In addition, the use of a dirty, corroded, or damaged cartridge can lead to a burst cartridge case and consequent damage to the firearm and personal injury from the sudden escape of high-pressure propellant gas within the firearm's mechanism.
4. Immediately stop shooting and check the barrel for a possible obstruction whenever:
 - You have difficulty in, or feel unusual resistance in, chambering a cartridge, or
 - A cartridge misfires (does not go off), or
 - The mechanism fails to extract a fired cartridge case, or
 - Unburned grains of propellant powder are discovered spilled in mechanism, or
 - A shot sounds weak or abnormal.

In such cases it is possible that a bullet is lodged part way down the barrel. Firing a subsequent bullet into the obstructed barrel can wreck the firearm and cause serious injury to the shooter or to bystanders.

5. Bullets can become lodged in the barrel:

- If the cartridge has been improperly loaded without propellant powder, or if the powder fails to ignite (Ignition of the cartridge primer alone will push the bullet out the cartridge case, but usually does not generate sufficient energy to expel the bullet completely from the barrel).
- If the bullet is not properly seated tightly in the cartridge case. When such a cartridge is extracted from the chamber without being fired, the bullet may be left behind in the bore at the point where the rifling begins. Subsequent chambering of another cartridge may push the first bullet further into the bore.

6. If there is any reason to suspect that a bullet is obstructing the barrel, immediately unload the firearm and look through the bore. It is not sufficient to merely look in the chamber. A bullet may be lodged some distance down the barrel where it can not easily be seen.

IF A BULLET IS IN THE BORE, DO NOT ATTEMPT TO SHOOT IT OUT BY USING ANOTHER CARTRIDGE, OR BY BLOWING IT OUT WITH A BLANK OR ONE FROM WHICH THE BULLET HAS BEEN REMOVED. SUCH TECHNIQUES CAN GENERATE EXCESSIVE PRESSURE, WRECK THE FIREARM AND CAUSE SERIOUS PERSONAL INJURY.

If the bullet can be removed with a cleaning rod, clean any unburned powder grains from the bore, chamber, and mechanism before resuming shooting. If the bullet cannot be dislodged by tapping it with a cleaning rod, take the firearm to a gunsmith.

7. Dirt, corrosion, or other foreign matter on a cartridge can impede complete chambering and may cause the cartridge case to burst upon firing. The same is true of cartridges which are damaged or deformed.

8. Do not oil cartridges, and be sure to wipe the chamber clean of any oil or preservative before commencing to shoot. Oil interferes with the friction between cartridge case and chamber wall that is necessary for safe functioning, and subjects the firearm to stress similar to that imposed by excessive pressure.

9. Use lubricants sparingly on the moving parts of your firearm. Avoid excessive spraying of any aerosol gun care product, especially where it may get on ammunition. All lubricants and aerosol spray lubricants in particular, can penetrate cartridge primers and cause misfires. Some highly penetrative lubricants can also migrate inside cartridge cases and cause deterioration of the propellant powder; on firing, the powder may not ignite. If only the primer ignites, there is danger that the bullet may become lodged in the barrel.

TAURUS revolvers and pistols were designed to use cartridges loaded to the limits shown below. Other cartridges of various types or bullet weights may or may not function acceptably; such ammunition should be thoroughly tested by the user before relying on it. Because of the widely differing specifications of such other ammunition, Taurus cannot be responsible for malfunctions resulting from its use.

CALIBER	BULLET WEIGHT	MUZZLE VELOCITY
22 LR	40 GR	1280 FPS
32 S&W L	98 GR	705 FPS
380 ACP	95 GR FMJ	1000 FPS
9mm PARA	124 GR FMJ	1225 FPS
38 SPL	158 GR	753 FPS
357	158 GR	1450 FPS

GR = grains
FMJ = Full metal jacketed Bullet
FPS = Feet per second

"Plus-P", "Plus-P-Plus" or other ultra or high velocity ammunition generates pressures significantly in excess of the pressures associated with standard .38 Special ammunition. Such pressures may affect the useful life of the firearm or exceed the margin of safety built into many revolvers, and could therefore be DANGEROUS.

LOADING

1. Always make sure the muzzle is pointed in a safe direction.
2. Never attempt to load or unload any firearm inside a vehicle, building or other confined space (except a properly constructed shooting range). Enclosed areas frequently do not offer a completely safe direction to point the firearm; if an accidental discharge occurs, there is a great risk of injury or property damage.
3. Before loading, always clean all grease and oil from the bore and chamber, and check to be certain that no obstruction is in the barrel. Any foreign matter in the barrel could result in a bulged or burst barrel or other damage to the firearm, and could cause serious injury to the shooter or to others.

FIRING

1. Keep the muzzle pointed in a safe direction and your finger away from the trigger when cocking any firearm.
2. Never carry, handle or leave unattended any firearm which is cocked and ready to fire. When cocked, it will fire from slight pressure on the trigger. An accidental discharge could easily result if you fall or drop the firearm, or if the firearm is struck or disturbed by someone or something.
3. Never fire any semi-automatic firearm with your finger, hand, face, or other part of your body over or adjacent to the ejection port, or in any position where you may be struck by reciprocating movement of the slide (or bolt). Both the ejection of empty cartridge cases and the movement of the slide (or bolt) are part of the normal operating cycle of semi-automatic firearms, and pose no safety hazard to the shooter if the firearm is held in a normal grip and fired at arm's length (in the case of a handgun) as intended by its design.
4. Never allow other persons to stand beside you where they might be struck by an ejected cartridge case. The case is hot, and may be ejected with sufficient force to cause a burn or cut or injury to an unprotected eye. Make certain there is a clear, unobstructed path for safe ejection of the fired case. Remember, the case may bounce off a hard object nearby and strike you or someone else.
5. If while shooting, your firearm develops ANY mechanical malfunction or binding, or "spits" powder, gas, or if a cartridge primer is punctured or a cartridge case is bulged or ruptured, or if the report on firing does not sound quite right, STOP SHOOTING IMMEDIATELY. It may be dangerous to continue. UNLOAD THE FIREARM. DO NOT try "one more shot". Take the firearm and ammunition to a gunsmith for examination.
6. While shooting any semi-automatic firearm, an unfired cartridge case may occasionally become jammed between the slide (or bolt) and the barrel. Clear the jam as follows, WHILE KEEPING THE MUZZLE POINTED IN A SAFE DIRECTION: remove the magazine, then pull back the slide (or bolt) and hold or lock it to the rear. The jammed cartridge or case now can be removed by shaking it out or by picking it out.

POSITION FOR TARGET SHOOTING

Take such stance that your body faces the target at a 90 degree angle. Keep your feet 1 ft. to 1 1/2 ft. apart. Raise your arm so that it lines up naturally with the target. Your head should be turned as needed, so to have a good sight picture. When you are in a correct position, aim the gun and squeeze the trigger.

AIMING

Align the rear and front sights carefully. The top of the front sight must be leveled with the top of the rear sight and set in the middle of the notch. The bullseye should rest on the top of the sights.

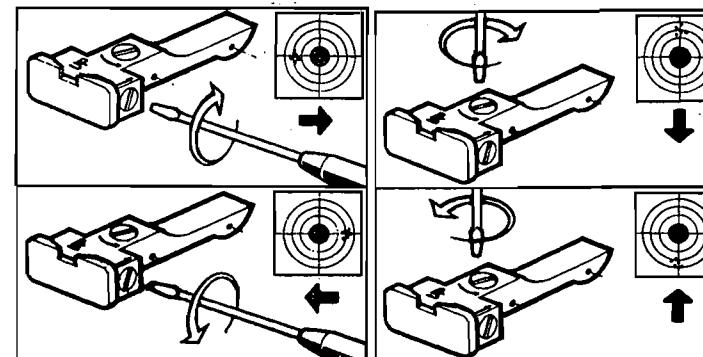
SQUEEZE OF THE TRIGGER

Squeeze the trigger very carefully with index-finger, keeping sight aligned with the target. If the trigger is jerked, the target will possibly be missed due to the movement of the gun. The pressure must be applied between the tip and the first joint of the finger. Press slowly and carefully. More speed will be gained with practice.

ADJUSTING THE SIGHTS

Adjustable Sight Models Only

To raise the rear sight, turn the elevation adjusting screw counterclockwise. To lower the rear sight turn the screw clockwise. When raising the sight the point of impact rises. Lowering the sight, the point is lowered. The rear sight can also be adjusted for windage. Turn the windage adjusting screw clockwise to move notch to right side, and counter-clockwise to move the notch to left side. The notch must be moved to the same side you want to move the hitting point of the shot.



CARE AND MAINTENANCE

- A. The gun may be cleaned and lubricated under normal conditions without the need of any disassembly.
- B. In special conditions, such as repairs, when disassembling is necessary, it is recommended the gun be returned to the factory or sent to a competent gunsmith or to the importer.
- C. In order to keep a gun in perfect condition it must be kept clean and covered with a slight film of good quality oil to prevent corrosion. This is specially necessary after use.
- D. For normal cleaning of handgun not used or kept in storage for some time, it is necessary to rub it with a lightly oiled cloth. In the same way proceed with the bore of the barrel. The excess of oil must be removed, but a thin protecting film should remain. Also the dust should be removed from all crevices with a small, clean brush.
- E. For cleaning after shooting, it is of special importance that all residues of powder be removed from barrel and other adjacent areas subject to such deposits, using an appropriate brush. If particles of lead are detected in barrel they must be scrubbed with a brass brush, drenched with oil. Once cleaned, lubrication should be done as above described. Do not keep handguns in contact with materials that attract moisture or possess a certain degree of acidity, or in environments with great variation of temperature or of humidity. Avoid the use of holsters of cloth or of any other material except natural leather appropriately cured.
- F. If the weapon is to be stored for a long period of time, extreme care should be taken with metal surfaces, in order to protect them against corrosion.

REVOLVER

OPERATION

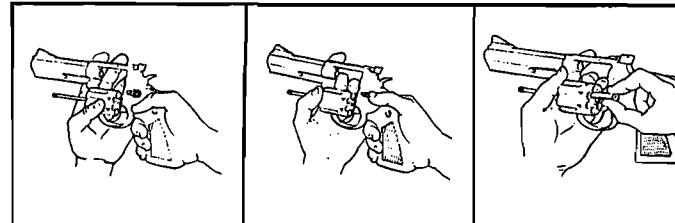
The Taurus revolver has a swing out type cylinder with six chambers (five in Mod. 85, and nine in Mod. 94), turning around a central axle which allows to fire six (five or nine) shots.

When the cylinder is locked in position, the revolver is ready for firing. The shots may be fired by single action, by cocking the hammer and thereafter, pulling the trigger, or by double action, by merely pressing the trigger. Cocking the revolver in both single and double action, causes the cylinder to advance one sixth (one fifth in Mod. 85, and one ninth, in Mod. 94) of a turn, aligning in succession, each of the chambers with the barrel. The cadence of shooting is limited by the shooter's skill in loading the cylinder and his ability in operating the gun.

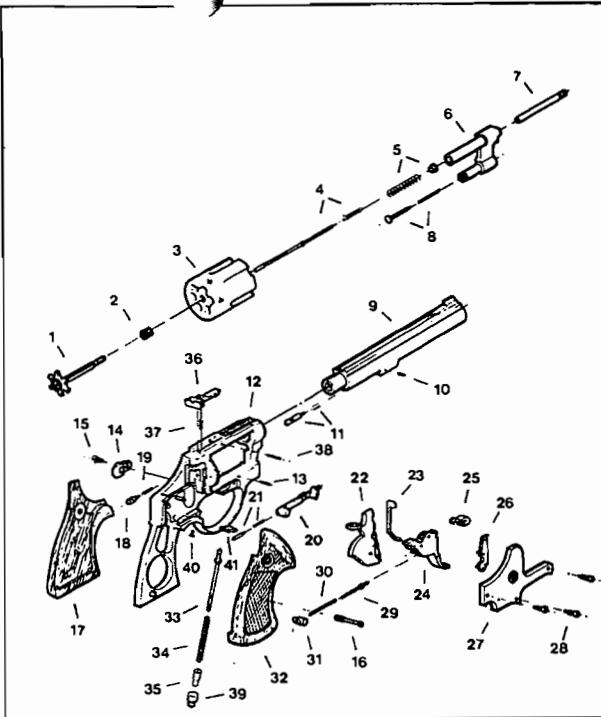
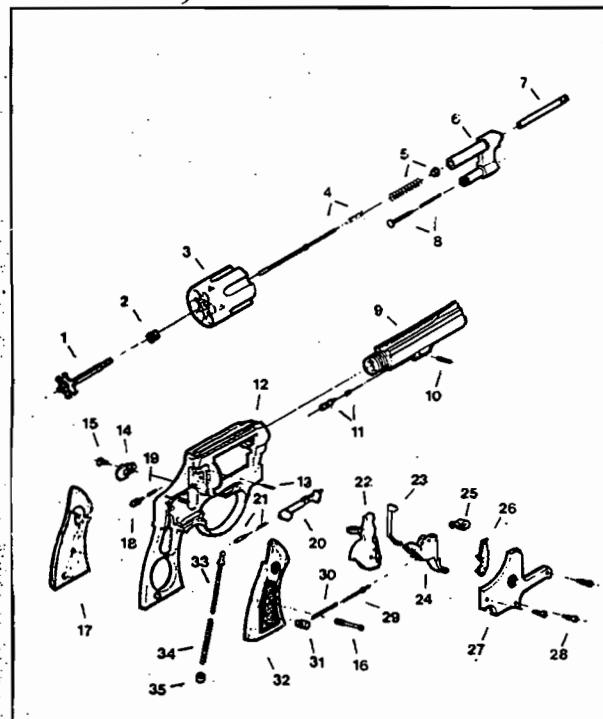
LOADING THE CYLINDER

With the thumb of the right hand, push the thumb piece forward and at the same time press the cylinder, swinging it out to the left. Holding the gun with the muzzle pointing downward and the cylinder in its outermost position insert the cartridges. Once loaded, the cylinder must be closed again to its original position in the frame. After this the locking must be checked. To unload the revolver, the process is the same as to load it, but after opening the barrel upward.

Cartridges are then ejected by pressing sharply at the extractor rod, making the cylinder ready for reloading. Be sure that all cartridges are removed.



EXPLODED VIEWS OF TAURUS REVOLVERS



LARGE FRAME FIXED SIGHTS REVOLVERS

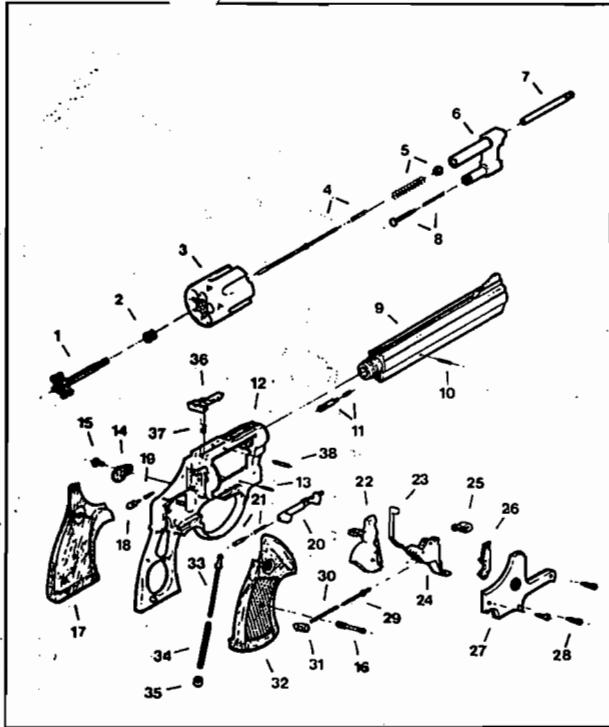
	Mod.65	Mod.80	Mod.82
Caliber	.357 Magnum	.38 Special	.38 Special
Number of shots	6	6	6
Barrel	3"	3"	3"
	4"	4"	4"
Total length	8-3/8" 9-3/8"	8-1/4" 9-1/4"	8-1/4" 9-1/4"
Weight	35 oz. 36 1/4 oz.	32 oz. 33 oz.	32 1/4 oz. 34 1/2 oz.
Front sight	Serrated ramp	Serrated ramp	Serrated ramp
Rear sight	Fixed	Fixed	Fixed
Grips	In checkered Brazilian Walnut		
Finish	Blue or Nickel	Blue or Nickel	Blue or Nickel

TARGET REVOLVERS

	Mod.76	Mod.86	Mod.96
Caliber	.32 S&W Long	.38 Special	.22 Long Rifle
Number of shots	6	6	6
Barrel	6"	6"	6"
Total length	11-3/8"	11-3/8"	11-3/8"
Weight	41 oz.	40 oz.	44 oz.
Front sight	Partridge style	Partridge style	Partridge style
Rear sight	Micrometer click, adjustable for windage and elevation		
Grips	In checkered Brazilian Walnut		
Finish	Blue	Blue	Blue

PART

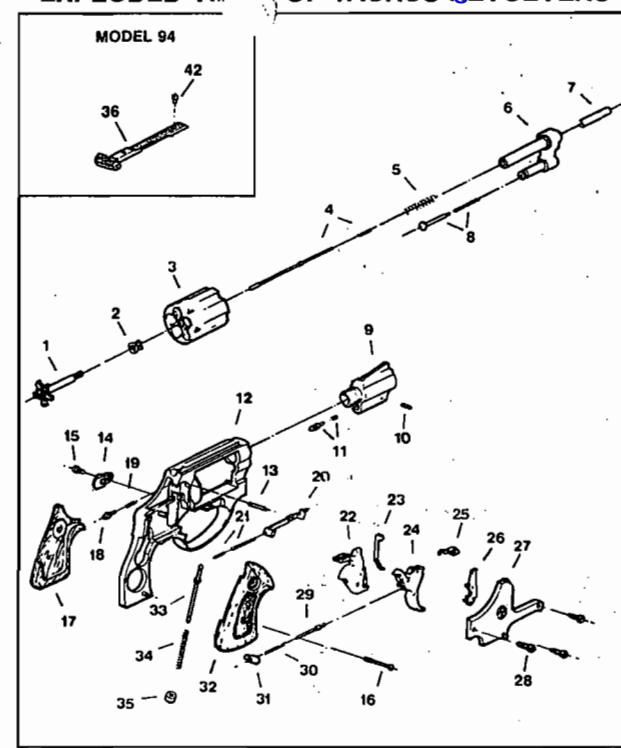
ITEM	NAME
1	Extractor
2	Cylinder retaining pin
3	Cylinder
4	Center pin with lock
5	Extractor spring
6	Yoke
7	Extractor rod
8	Cylinder stop pin
9	Barrel
10	Locking bolt pin
11	Locking bolt with frame
12	Frame
13	Firing pin retaining pin
14	Thumb piece
15	Thumb piece screw
16	Stock screw
17	Left stock
18	Firing pin
19	Firing pin spring
20	Bolt
21	Bolt plunger with hammer
22	Transfer bar
23	Trigger
24	Cylinder stop
25	Hand
26	Side plate
27	Side plate screw
28	Trigger spring center
29	Trigger spring center
30	Trigger spring center
31	Trigger spring center
32	Right stock
33	Main spring center
34	Main spring
35	Main spring adjustment
36	Rear sight
37	Rear sight spring
38	Rear sight pin
39	Main spring fixed
40	Trigger stop screw
41	Trigger stop
42	Rear sight screw



LARGE FRAME ADJUSTABLE SIGHTS REVOLVERS

	Mod.66 Mod.689	Mod.669VR	Mod.83
Caliber	.357 Magnum	.357 Magnum	.38 Special
Number of shots	6	6	6
Barrel	3" 4" 6"	4" 6" 4"	3" 4"
Total length	8-3/8" 9-3/8" 11-3/8"	9-3/8" 11-3/8"	8-3/8" 9-3/8"
Weight	35 oz. 37 oz. 40 1/4 oz.	36 1/2 oz. 40 1/4 oz.	34 1/2 oz. 36 oz.
Front sight	Serrated ramp	Serrated ramp	Serrated ramp
Rear sight	Micrometer click, adjustable for windage and elevation		
Grips	In checkered Brazilian Walnut		
Finish	Blue, Nickel or Stainless	Blue, Nickel or Stainless	Blue, Nickel or Stainless

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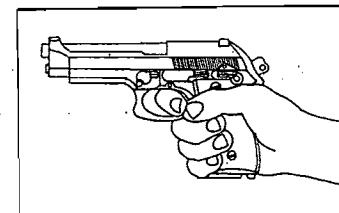
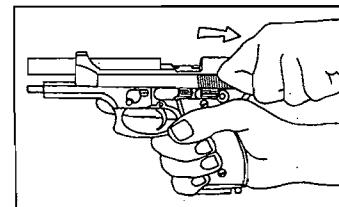
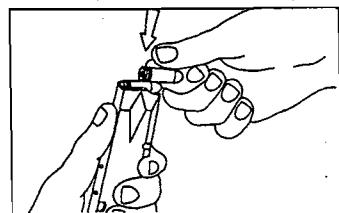
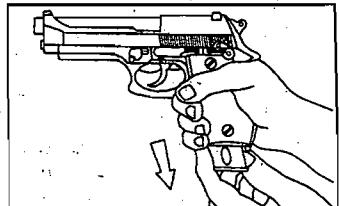
SMALL FRAME REVOLVERS

	Mod.73	Mod.85	Mod.94
Caliber	.32 S&W Long	.38 Special	.22 Long Rifle
Number of shots	6	5	9
Barrel	2" 3"	2" 3"	3" 4"
Total length	6 3/4" 7 3/4"	6 1/4" 7 3/4"	7 1/4" 8 1/4"
Weight	22 oz. 23 oz.	21 oz. 21 1/4 oz.	24 1/4 oz. 26 oz.
Front sight	Serrated ramp	Serrated ramp	
Rear sight	Fixed	Fixed	Adjustable for windage & elevation
Grips	In checkered Brazilian Walnut		
Finish	Blue or Nickel	Blue, Nickel or Stainless	Blue, Nickel or Stain

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TAURUS PISTOLS OPERATION

- To remove the magazine press the MAGAZINE RELEASE BUTTON located near the TRIGGER-GUARD with your thumb.
- Hold the MAGAZINE with one of your hands and with the other one insert the cartridges one at a time, pressing them down and to the rear. Insert the MAGAZINE into the pistol until it is held by the MAGAZINE CATCH.
- Hold the pistol with one hand keeping your finger away from the TRIGGER. With the other hand pull the SLIDE to its limit and release it. The SLIDE will go forward under RECOIL SPRING pressure and will insert one cartridge in the chamber.
- The pistol is cocked and ready to fire by pulling the TRIGGER. After firing, the SLIDE will recoil from gas pressure and will eject the empty cartridge case and feed another cartridge into the chamber. The pistol will be ready to fire again. After the last round, the SLIDE will remain in the open position held by the SLIDE CATCH. In order to make it return to its rest position, press the SLIDE CATCH just above the LEFT GRIP.

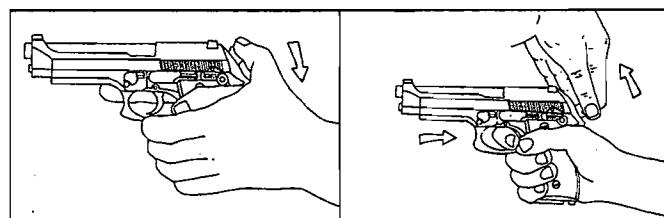


- 5. If you want to stop shooting before firing the last cartridge of the MAZAGINE, decock the gun immediately and put it in safe position.

To uncock the pistol, keep it in your hand, with your finger away from the TRIGGER and do as follows: move the SAFETY downward, and using the thumb and the forefinger of the other hand, hold the HAMMER firmly and pull the TRIGGER letting the HAMMER go slowly to the rest position. To start shooting again you only have to pull the TRIGGER as TAURUS pistols are double action.

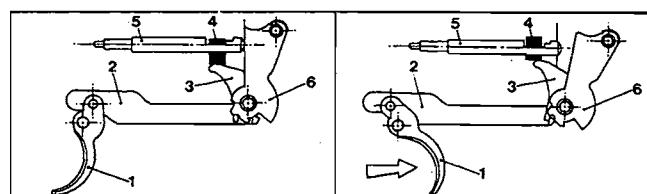
To unload the gun, remove the magazine and pull the SLIDE backwards to extract the chambered cartridge. Release the SLIDE to its rest position.

Attention: Uncock and/or unload your pistol with the muzzle pointing in a safe direction.

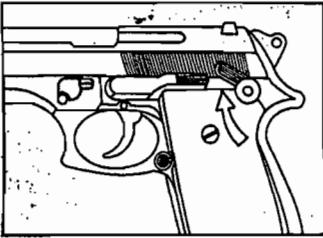


SAFETY DEVICES:

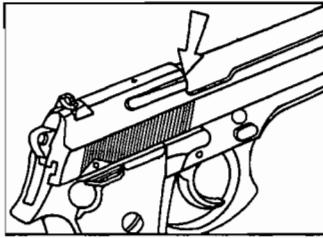
1. The FIRING PIN BLOCK (4) is permanently locked preventing the FIRING PIN (5) from going forward which could cause accidental discharge should the pistol be dropped. The FIRING PIN BLOCK (4) is only released at the TRIGGER (1) final stage position, allowing the FIRING PIN (5) to advance as soon as it receives the HAMMER (6) impact energy. The release is done through the following movement series: TRIGGER (1), TRIGGER BAR (2), FIRING PIN BLOCK LEVER (3) and FIRING PIN BLOCK (4).



By moving the SAFETY upward you will disengage the hammer and sear simultaneously. The SAFETY was designed to allow AMBIDEX-TROUS use and it enables a rapid change from safe to fire position.

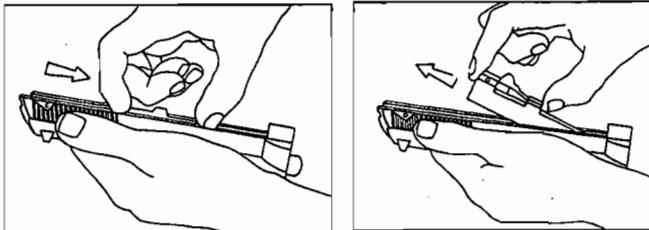


- When a cartridge is loaded in the chamber the EXTRACTOR end protrudes and its red colored surface can be easily seen or felt without the need of moving back the SLIDE.



- Press LOCKING BLOCK PLUNGER (PT 92 AF, PT 99 AF and PT 92 C only).
- Take out the BARREL-LOCKING BLOCK assembly from the SLIDE.

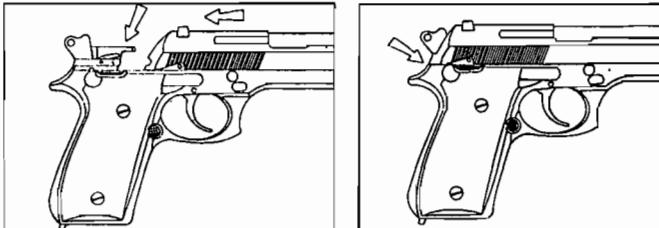
ATTENTION: No further disassembly is recommended unless done by a skilled gunsmith.



ASSEMBLY:

In order to reassemble the pistol proceed by reversing the disassembling procedure while observing the following details:

- The FIRING PIN BLOCK LEVER must be lowered while assembling the SLIDE in the FRAME.
- Before turning the DISASSEMBLING LATCH the SLIDE must be perfectly aligned to the rear of the FRAME.



ASSEMBLY FOR LEFT HAND USE:

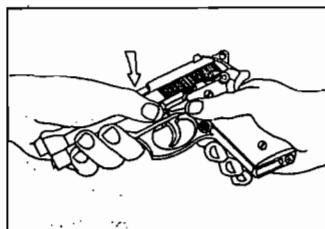
TAURUS pistols can be adjusted to be used by left handed people by following the instructions below:

- Using a pin driver press the MAGAZINE RELEASE BUTTON unscrewing the MAGAZINE RELEASE at the same time.
- Reassemble with MAGAZINE RELEASE BUTTON at the right side of the gun.

FIELD STRIPPING

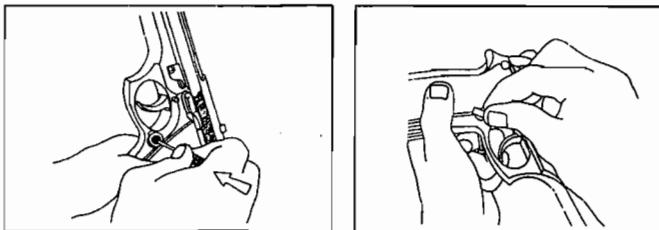
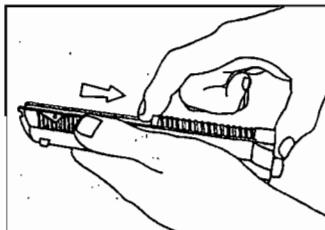
Remove the MAGAZINE by pressing the MAGAZINE RELEASE BUTTON; be sure that the chamber is empty.

- With the left forefinger press the DISASSEMBLING LATCH RELEASE and with the left thumb rotate the DISASSEMBLING LATCH clockwise until it stops.

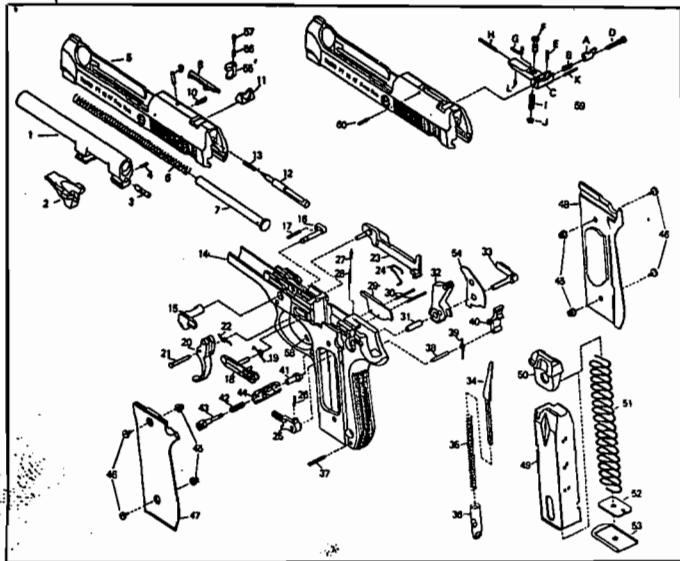


Pull forward the SLIDE-BARREL assembly.

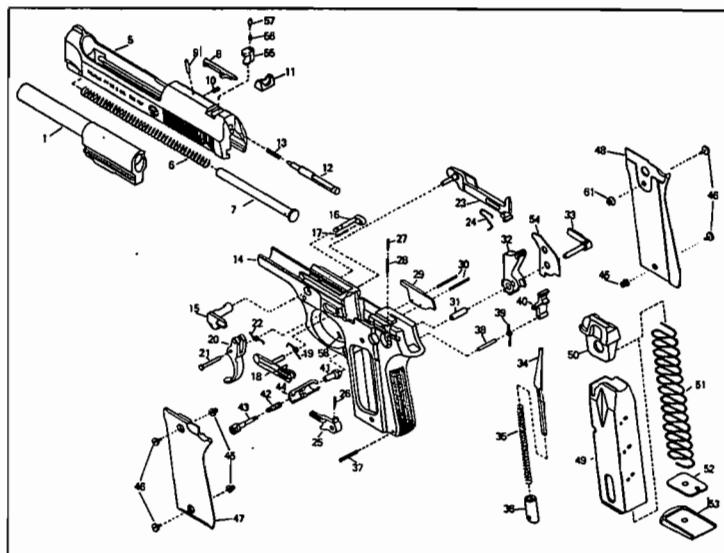
- Slightly press the RECOIL SPRING GUIDE. Lift and remove it carefully.



EXPLODED VIEWS OF TAURUS PISTOLS
MODEL PT92 C, 92 AF, 99 AF



EXPLODED VIEW OF MODEL PT 58 S



	PT 92 C	PT 92 AF	PT 99 AF
Caliber	9 mm PARA.	9 mm PARA.	9 mm PARA.
Number of shots	12 + 1	15 + 1	15 + 1
Barrel	4 1/4"	5"	5"
Total length	8"	8 1/2"	8 1/2"
Weight	32 oz.	33 1/2 oz.	33 1/2 oz.
Front sight	Square, Integral With Slide		
Rear sight	Square notch, dovetailed to slide	Micrometer click, adjustable for windage and elevation	
Grips	In Brazilian Walnut	In Brazilian Walnut (Option, Thermoplastic Polyamide)	In Brazilian Walnut
Finish	Blue or Nickel		

	PT 58 S
Caliber	.380 ACP
Number of shots	12 + 1
Barrel	4"
Total length	7"
Weight	28 1/2 oz.
Front sight	Square, Integral With Slide
Rear sight	Square notch, dovetailed to slide
Grips	In Brazilian Walnut
Finish	Blue or Nickel

PARTS LIST

ITEM	NAME
1	Barrel
2	Locking Block
3	Locking Block
4	Plunger
5	Locking Block
6	Plunger Pin
7	Slide
8	Recoil Spring
9	Recoil Spring Guide
10	Extractor
11	Extractor Pin
12	Extractor Spring
13	Rear Sight
14	Firing Pin
15	Firing Pin Spring
16	Frame
17	Disassembling Latch
18	Disassembling Latch
19	Release
20	Disassembling Latch
21	Release Spring
22	Slide Catch
23	Slide Catch Spring
24	Trigger
25	Trigger Pin
26	Trigger Spring
27	Trigger Bar
28	Trigger Bar Spring
29	Safety
30	Safety Elastic Pin
31	Safety Plunger
32	Safety Plunger
33	Spring
34	Ejector
35	Ejector Pin
36	Hammer
37	Hammer Bushing
38	Right Safety Latch
39	Right Safety Latch
40	Hammer Spring
41	Hammer Spring
42	Hammer Spring
43	Hammer Spring
44	Hammer Spring
45	Hammer Spring
46	Hammer Spring
47	Hammer Spring
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60	Hammer Spring
61	Hammer Spring

WARNING**SAFETY AGAINST ACCIDENTAL FIRING FROM DROPPING**

Like any other precision instrument of small size, this pistol can be damaged or broken by unusual abuse, such as by severe impact on a hard surface. If dropped from a height at which the pistol is normally used, the manual safety and automatic safety together provide double strong resistance against accidental firing caused by such impact. **BUT THE MANUAL SAFETY MUST BE "ON" TO FULFILL ITS FUNCTION.** A user who neglects to apply the manual safety runs a greater risk of accidental firing.

It is important to recognize that it is impossible to make any small firearm absolutely foolproof against drop firing under all circumstances, so long as a cartridge is loaded in the chamber. The risk is virtually eliminated by the simple precaution of leaving the chamber empty until you are ready to shoot.

In the event of a severe drop, the pistol should be checked by a competent gunsmith to ensure that no internal damage has occurred which may impair its safety or reliability.

USE OF SAFETY

1. Your firearm comes equipped with an effective, well-designed safety device. **HOWEVER NEVER RELY COMPLETELY ON ANY SAFETY MECHANISM.** The best safety mechanism is your own common sense: **USE IT!** Always handle your firearm as though you expect the safety NOT to work.
2. While handling any firearm, never allow it to point at any part of your body or at another person. No harm will result if you obey this rule, even if an accidental discharge occurs.
3. Leave the safety "on" until you are ready to shoot and the firearm is pointed at the target.
4. Always keep your finger off the trigger and point the muzzle in a safe direction when turning the safety "on" or "off".
5. When applying the safety, be certain to move it fully into position. On some firearms a red warning dot is located beside the safety; when the safety is fully "on", the red dot should be completely covered. Always remember, "Half-safe" is NOT SAFE.
6. Never carry any firearm with a cartridge in the chamber without placing the safety "on" (the only exceptions are double-action revolvers and some double-action pistols which have automatic internal safeties and which are not equipped with manual safeties).
7. For maximum safety never carry a firearm with a cartridge in the chamber.

8. TAURUS pistols are equipped with the following:

The AMBIDEXTROUS MANUAL SAFETY - levers on the left and right side of the slide. It is "ON", when the lever is turned fully up to cover the RED dot. When turned on the safety lever will disengage the hammer and sear simultaneously.

AUTOMATIC FIRING PIN BLOCK SAFETY - built in safety blocks the firing pin from movement until the trigger is pulled completely to the rear, as part of the firing sequence.

LOADED CHAMBER INDICATOR - is in the extractor which protrudes on the right side of the slide, near the ejection port. When there is a round in the chamber, a red dot is visible in daylight or may be felt in poor lighting conditions.

WARNING

NEVER RELY COMPLETELY ON ANY SAFETY MECHANISM. It is NOT a substitute for cautious gun handling. NO safety, however positive or well-designed, should be totally trusted. Like all mechanical devices, the safety is subject to breakage or malfunction and can be adversely affected by wear, abuse, dirt, corrosion, incorrect assembly, improper adjustment or repair, or lack of maintenance. Moreover, there is no such thing as a safety which is "childproof" or which can completely prevent accidental discharge from improper usage, carelessness, or "horseplay".

The automatic safety can provide only partial protection against mishaps. By itself it is not a complete safety system. To prevent accidents, it is absolutely essential to consistently and correctly use the manual safety lever also.

PARTS

All firearms require periodic maintenance and inspection which may reveal a need for adjustment or repair. Have your firearm checked by a competent gunsmith annually, even if it seems to be working well, since breakage, improper functioning, undue wear, or corrosion of some components may not be apparent from external examination. If you notice ANY mechanical malfunction, do NOT continue to use the firearm. UNLOAD the firearm and take it to a competent gunsmith immediately. Similarly, if water, sand, or other foreign matter enter the internal mechanism, the firearm should be dismantled for complete and thorough cleaning. Failure to keep your firearm clean and in proper working order can lead to a potentially dangerous condition.

Our Service Department maintains a full complement of replacement parts for our firearms of current manufacture. Even though most gunsmiths have the knowledge, training and ability to

make the necessary repairs to your firearm, the skill and workmanship of any particular gunsmith is totally beyond our control. Should your firearms ever require service, we strongly recommend that you return it to Taurus. Follow the instructions outlined below. Remember, unauthorized adjustments of parts replacement can void your warranty.

It is the responsibility of the purchaser to be absolutely certain that any parts ordered from Taurus are of the correct type and are properly fitted and installed by a competent person. THIS FIREARM IS A PRECISION MECHANISM AND THE IMPROPER FITTING OF PARTS OR IMPROPER MECHANICAL ADJUSTMENT MAY RESULT IN A DANGEROUS MALFUNCTION, DAMAGE TO THE FIREARM, AND POSSIBLE SERIOUS INJURY TO THE SHOOTER OR TO OTHERS. Therefore, the purchaser and/or installer of parts must accept full responsibility for the correct adjustment of and function of the firearm after such installation has been made or attempted.

1. TAURUS SERVICE POLICY

Before shipment your firearm was carefully inspected and test fired in order to ensure that it conformed to our specifications and standards. Should your firearm require adjustment, repair or refinishing, we strongly recommend that you return it to Taurus for factory service.

If there is any question regarding the performance of your firearm, please write to our Service Department fully describing all circumstances and conditions involved. If our Service Department makes the determination that your firearm requires factory service, you will be so advised and will be given instructions for the most expeditious handling of your shipment.

Our Service Department will give your firearm a complete inspection, and evaluate the problem(s) specified in your letter. If the work required is not covered under the terms of our "Warranty" (when applicable) you will receive an actual cost quotation, not an estimate. Any repair work must be authorized by you, and no work will be done without your expressed approval.

Please follow these suggestions to expedite service in the United States of America to return any firearm to us for adjustment, repair or refinishing:

1. Federal law permits you to return your firearm to the manufacturer for service via common carriers such as United Parcel Service (UPS). However, state and local firearms laws vary greatly; you should consult your local prosecuting attorney regarding any restrictive laws in your jurisdiction regarding your shipment or receipt of firearms. With the above in mind, it is strongly recommended that any firearm sent to us for repair be sent through Federally licensed dealer.
2. All firearms must be shipped to us prepaid. WE WILL NOT ACCEPT COLLECT SHIPMENTS.
3. Be sure to enclose a letter stating serial number, caliber and barrel length of your firearm. Also state nature of trouble experienced or work required. Merely stating "defective" or "repair as necessary" is inadequate information. Be specific and enclose copies of any previous correspondence. Work (other than warranty repair) will bear minimum labor charge of \$10.00.
4. FIREARMS MUST BE SHIPPED UNLOADED. Double check the chamber of your firearm before shipping. If firearms are sent to Taurus in a loaded condition, we are required by law to notify the Federal authorities.
5. DO NOT include telescopic sights, custom grips, holsters, or other accessories with any firearm shipped to us.

A WORD TO THE WISE

MOST GUN ACCIDENTS HAPPEN
BECAUSE THE SHOOTER
CARELESSLY VIOLATES THE SINGLE
MOST IMPORTANT RULE OF SAFE
GUN HANDLING:
ALWAYS KEEP THE MUZZLE POINTED
IN A SAFE DIRECTION!

IMPORTANT: DO NOT DISCARD

KEEP THIS MANUAL WITH YOUR
FIREARM. UPON CHANGE OF OWNER-
SHIP TRANSFER THIS MANUAL WITH
THE FIREARM.



TAURUS®

This trademark, forged for over 50 years of hard and dedicated work, became a symbol of quality in handguns for civilian, police and military use. This outstanding quality is the result of constant technological evolution and from the devoted work of expert gunsmiths and highly specialized professionals, which makes TAURUS a respected name in more than 75 countries all over the world.

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State's Exhibit No. 136

STATE'S
EXHIBIT

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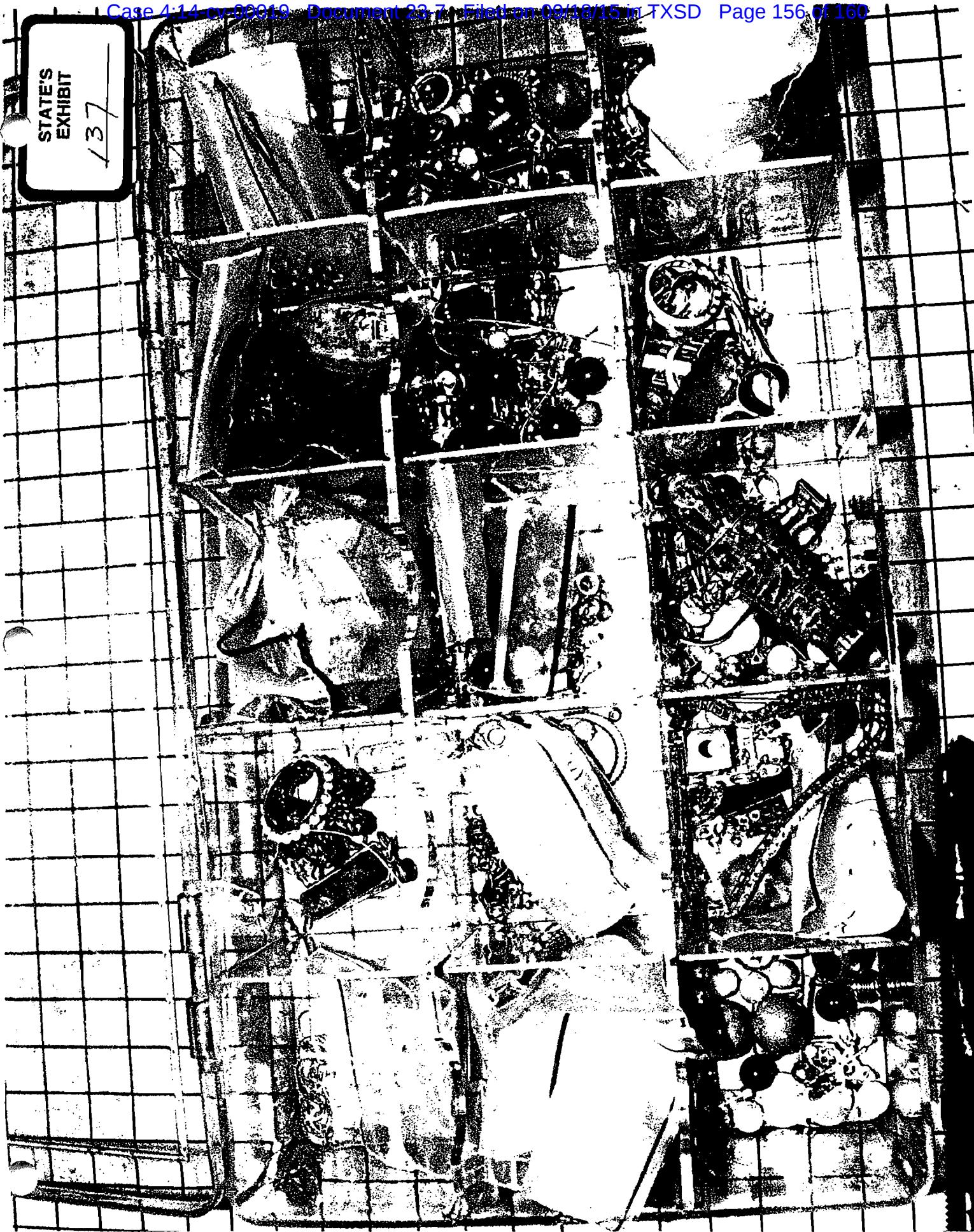


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State's Exhibit No. 137

STATE'S
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State's Exhibit No. 138

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